



TOWN OF PAONIA
TUESDAY, OCTOBER 26, 2021
BUDGET WORK SESSION
5:00 PM
REGULAR MEETING 6:30 PM

Work Session Roll Call

Roll Call

Approval of Agenda

Announcements

Recognition of Visitors & Guests

1. DOLA Northwest Regional Manager - Dana Hlavac
2. Visitor's & Guests

Staff Reports

3. Administrator's Report
Public Works & Utilities Report
Finance Report

Disbursements

4. Disbursements

Consent Agenda

5. Minutes:
10/12/2021 Regular Meeting
07/12/2021 Special Meeting
08/03/2021 Special Meeting

Unfinished Business

New Business

6. COVID-19 County Update
7. Alley Access Property Deed to Town
8. Boettcher Grant - Project Approval
9. Paonia Bulk Fill Station Analysis
10. Enterprise Fund - Water Preliminary Priority List
11. Introduction - Town Participation in the National Opioid Settlement in Support of The State of Colorado
12. Discussion Regarding Additional Advisory Water Committee Board Members

Mayor's Report

13. Mayor's Report

Attachments From Previous Meeting

14. Attachments From Previous Meeting

Adjournment

15. Adjournment

I. RULES OF PROCEDURE

Section 1. Schedule of Meetings. Regular Board of Trustees meetings shall be held on the second and fourth Tuesdays of each month, except on legal holidays, or as re-scheduled or amended and posted on the agenda prior to the scheduled meeting.

Section 2. Officiating Officer. The meetings of the Board of Trustees shall be conducted by the Mayor or, in the Mayor's absence, the Mayor Pro-Tem. The Town Clerk or a designee of the Board shall record the minutes of the meetings.

Section 3. Time of Meetings. Regular meetings of the Board of Trustees shall begin at 6:30 p.m. or as scheduled and posted on the agenda. Board Members shall be called to order by the Mayor. The meetings shall open with the presiding officer leading the Board in the Pledge of Allegiance. The Town Clerk shall then proceed to call the roll, note the absences and announce whether a quorum is present. Regular Meetings are scheduled for three hours, and shall be adjourned at 9:30 p.m., unless a majority of the Board votes in the affirmative to extend the meeting, by a specific amount of time.

Section 4. Schedule of Business. If a quorum is present, the Board of Trustees shall proceed with the business before it, which shall be conducted in the following manner. Note that all provided times are estimated:

- (a) Roll Call - (5 minutes)
- (b) Approval of Agenda - (5 minutes)
- (c) Announcements (5 minutes)
- (d) Recognition of Visitors and Guests (10 minutes)
- (e) Consent Agenda including Approval of Prior Meeting Minutes (10 minutes)
- (f) Mayor's Report (10 minutes)
- (g) Staff Reports: (15 minutes)
 - (1) Town Administrator's Report
 - (2) Public Works Reports
 - (3) Police Report
 - (4) Treasurer Report
- (h) Unfinished Business (45 minutes)
- (i) New Business (45 minutes)
- (j) Disbursements (15 minutes)
- (k) Committee Reports (15 minutes)
- (l) Adjournment

* This schedule of business is subject to change and amendment.

Section 5. Priority and Order of Business. Questions relative to the priority of business and order shall be decided by the Mayor without debate, subject in all cases to an appeal to the Board of Trustees.

Section 6. Conduct of Board Members. Town Board Members shall treat other Board Members and the public in a civil and polite manner and shall comply with the Standards of Conduct for Elected Officials of the Town. Board Members shall address Town Staff and the Mayor by his/her title, other Board Members by the title of Trustee or the appropriate honorific (i.e.: Mr., Mrs. or Ms.), and members of the public by the appropriate honorific. Subject to the Mayor's discretion, Board Members shall be limited to speaking two times when debating an item on the agenda. Making a motion, asking a question or making a suggestion are not counted as speaking in a debate.

Section 7. Presentations to the Board. Items on the agenda presented by individuals, businesses or other organizations shall be given up to 5 minutes to make a presentation. On certain issues, presenters may be given more time, as determined by the Mayor and Town Staff. After the presentation, Trustees shall be given the opportunity to ask questions.

Section 8. Public Comment. After discussion of an agenda item by the Board of Trustees has concluded, the Mayor shall open the floor for comment from members of the public, who shall be allowed the opportunity to comment or ask questions on the agenda item. Each member of the public wishing to address the Town Board shall be recognized by the presiding officer before speaking. Members of the public shall speak from the podium, stating their name, the address of their residence and any group they are representing prior to making comment or asking a question. Comments shall be directed to the Mayor or presiding officer, not to an individual Trustee or Town employee. Comments or questions should be confined to the agenda item or issue(s) under discussion. The speaker should offer factual information and refrain from obscene language and personal attacks.

Section 9. Unacceptable Behavior. Disruptive behavior shall result in expulsion from the meeting.

Section 10. Posting of Rules of Procedure for Paonia Board of Trustees Meetings. These rules of procedure shall be provided in the Town Hall meeting room for each Board of Trustees meeting so that all attendees know how the meeting will be conducted.

II. CONSENT AGENDA

Section 1. Use of Consent Agenda. The Mayor, working with Town Staff, shall place items on the Consent Agenda. By using a Consent Agenda, the Board has consented to the consideration of certain items as a group under one motion. Should a Consent Agenda be used at a meeting, an appropriate amount of discussion time will be allowed to review any item upon request.

Section 2. General Guidelines. Items for consent are those which usually do not require discussion or explanation prior to action by the Board, are non-controversial and/or similar in content, or are those items which have already been discussed or explained and do not require further discussion or explanation. Such agenda items may include ministerial tasks such as, but not limited to, approval of previous meeting minutes, approval of staff reports, addressing routine correspondence, approval of liquor licenses renewals and approval or extension of other Town licenses. Minor changes in the minutes such as non-material Scribner errors may be made without removing the minutes from the Consent Agenda. Should any Trustee feel there is a material error in the minutes, they should request the minutes be removed from the Consent Agenda for Board discussion.

Section 3. Removal of Item from Consent Agenda. One or more items may be removed from the Consent Agenda by a timely request of any Trustee. A request is timely if made prior to the vote on the Consent Agenda. The request does not require a second or a vote by the Board. An item removed from the Consent Agenda will then be discussed and acted on separately either immediately following the consideration of the Consent Agenda or placed later on the agenda, at the discretion of the Board.

III. EXECUTIVE SESSION

Section 1. An executive session may only be called at a regular or special Board meeting where official action may be taken by the Board, not at a work session of the Board. To convene an executive session, the Board shall announce to the public in the open meeting the topic to be discussed in the executive session, including specific citation to the statute authorizing the Board to meet in an executive session and identifying the particular matter to be discussed “in as much detail as possible without compromising the purpose for which the executive session is authorized.” In the event the Board plans to discuss more than one of the authorized topics in the executive session, each should be announced, cited and described. Following the announcement of the intent to convene an executive session, a motion must then be made and seconded. In order to go into executive session, there must be the affirmative vote of two thirds (2/3) of Members of the Board.

Section 2. During executive session, minutes or notes of the deliberations should not be taken. Since meeting minutes are subject to inspection under the Colorado Open Records Act, the keeping of minutes would defeat the private nature of executive session. In addition, the deliberations carried out during executive session should not be discussed outside of that session or with individuals not participating in the session. The contents of an executive session are to remain confidential unless a majority of the Trustees vote to disclose the contents of the executive session.

Section 3. Once the deliberations have taken place in executive session, the Board should reconvene in regular session to take any formal action decided upon during the executive session. If you have questions regarding the wording of the motion or whether any other information should be disclosed on the record, it is essential for you to consult with the Town Attorney on these matters.

IV. SUBJECT TO AMENDMENT

Section 1. Deviations. The Board may deviate from the procedures set forth in this Resolution, if, in its sole discretion, such deviation is necessary under the circumstances.

Section 2. Amendment. The Board may amend these Rules of Procedures Policy from time to time.

AGENDA SUMMARY FORM



Work Session Roll Call

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

October 22, 2021

AGENDA SUMMARY FORM



2022 Proposed Budget - Continued

Summary:

The Transmittal Letter, Budget Payroll Comparison, Capital Improvement Section and General Fund Street Capital have updated information from previous work session. We have included the full budget attachment at the end for reference.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:



2022 BUDGET MESSAGE

Transmittal Letter

October 8, 2021

Dear Honorable Mayor and Members of the Board of Trustees:

In accordance with the Town of Paonia's policies, we, Corinne Ferguson, Cindy Jones, and Travis Loberg, present to you the proposed 2022 Budget for the Town of Paonia.

This budget message provides readers with an overview of the regular municipal government services and the projects to be completed in the coming year and how this work is paid for. The narrative tells the story behind the numbers by describing goals, priorities, underlying assumptions, and other factors considered in determining how the Town's available resources will be spent. Information is provided to better understand the schedules and supplemental information that comprise the annual budget package.

The Board of Trustees formally adopts a budget and appropriates money to run the Town of Paonia each year. By state law, the governing body must adopt a budget before the end of the year and submit a mill levy to the Board of County Commissioners. The Board will review the budget starting on October 12, 2021 and a public hearing on the proposed budget will be held during the regular Board meeting on November 23, 2021.

Budget work sessions include discussions of revenues, sales tax growth assumptions, fees for services, operating expenditures, staffing levels, compensation, and capital expenditures, priorities of the community and capital projects. The area where the Board exercises the most significant degree of flexibility and discretion is in one-time spending on capital purchases and special projects. However, it is important to note that many projects require years of planning and may already have had funds committed for design and/or matching grant funds. A list of all capital projects is included in the budget report. The list includes those items that will be classified as fixed assets as well as those allowable expenditures for maintenance of assets.

Should readers seek additional information not included in the budget package, it may be requested from the Town Administrator/Clerk or the Finance Director at Town Hall.

BUDGET ASSUMPTIONS AND CHANGES FROM PREVIOUS YEARS

The budget is based on historical trends and assumptions about the future. With very few exceptions, we do not know today which vendors will be paid how much for what particular product or service during 2022. We look back at recent experience and use that data, along with indicators for the future, to estimate costs for many different supplies, utilities, contracted services, repairs and maintenance, etc. Likewise, the revenue budget is based on limited known data and projections for many unknowns.

KNOWN ASSUMPTION PROVIDED BY QUOTE/NEWS NOTIFICATIONS:

Historical budget assumptions are expected to be flat.
CIRSA Workers Compensation – Quote – 8% Increase
CIRSA P&C Coverage - Quote – 13% Increase
Black Hills Energy, DMEA, and Elevate – Notification – 7% Increase
Historical budget assumptions are expected to be flat.

GENERAL FUND 2022 BUDGET HIGHLIGHTS

ORGANIZATION, STAFFING AND BENEFITS

While we work toward 2022 staffing goals, it is important to keep expectations realistic relative to the resources available. An updated salary study was conducted for 2022, as was done in 2020 and 2021, using CML data. The ranges were vetted by the finance committee (Dave Knutson and Karen Budinger). All salaries are now within the ranges provided. A substantial percentage of administrative employee salaries and benefits were adjusted to the general fund for the 2022 budget. With the elimination of standing trustee committees, all trustee compensation has also been allocated fully to the general fund.

The Town changed providers in November 2018 from MetLife to The Hartford for life insurance benefits and added Short-Term Disability in December of 2019. These will continue with the same provider for 2022. Health insurance was provided through Rocky Mountain Health Plans until July of 2021, when the provider was changed to United Health Plans. Health Insurance is paid at 90% for employees (except Town Administrator at 95%) and on a tier basis for dependents and family plans. Dental Insurance is provided through Delta Dental through 2022. Vision Insurance is provided through VSP and will continue through 2022.

ATTORNEY

In 2021, the Town had a contract with Attorney Bo James Nerlin for legal service at a fixed contract price of \$50,000.00 per year to be divided into twelve (12) monthly payments. Attorney Bo James Nerlin's contract ends in December 2021. An RFP has been issued in search of a new Town Attorney. The budget includes a total for Attorney Services across the various funds for a total of \$82,050.00. In previous years, the Attorney contract was on an hourly basis and this budget reflects the expected change.

MASTER PLAN

The Town will continue the process of updating the Master Plan. At over twenty years old, the current plan no longer effectively leads governmental decisions nor is it acceptable to many of the organizations that provide grant funding. The process of updating the plan requires the compilation of data collected for other purposes as well as public input and meetings. Initially, the plan was to hire an assistant to continue to perform the day-to-day functions, compilation of data, record keeping, and moderating of public meetings so the process could move forward. The staff envisioned the update of the plan being done in stages with one or two chapters being worked on at any one time. Time has not permitted progress forward as planned. Therefore, the Town has budgeted to contract the master plan process upon receipt of grant funding to defer the cost to the Town at a 50/50 match.

SIGN PROJECT IN COLLABORATION WITH THE NORTH FORK CREATIVE COALITION

The Town in conjunction with participating agencies, are supporting the Wayfinding Sign project with funding from the 2021 budget. No funds are available in the 2022 budget.

TOWN BUILDING CODE

The Town has had several building inspectors over the years. In 2016, a new building inspector was hired. In 2017, revenue for building permits and inspections was significantly more than in prior years, which could have contributed to the change in economic conditions at that time. In 2018, the search began for a new building inspector. Dan Reardon was contracted from the City of Delta to help the Town in December 2017. He then became a part-time employee of the Town in February 2018. In March 2018, Mr. Reardon went to work for Colorado Code Consulting, LLC. The Town signed a contract for building inspector services with Colorado Code Consulting, LLC. In October 2018, the Town approved continuing with Colorado Code Consulting, LLC. Building Permit fees have remained flat from 2018 through estimated 2020 revenue. It was also requested that the building code and fees be reviewed. In 2019, Colorado Code Consulting, LLC (Mr. Reardon) began the process of updating the building code and is in the final stages. Expected completion was 2020. Staff was also instructed to review permit fees to ensure that the building department is funding itself. As of January 2021, the Town went on a month-by-month contract with Colorado Code Consulting, LLC. Administration anticipates a year-one fixed price inter-governmental agreement (IGA) with the City of Delta for shared building department services in 2022. The Town has budgeted \$28,500.00 for 2022 building services whether internal or contracted.

PUBLIC SAFETY

BACK THE BADGE COUNTY INITIATIVE

In November 2019, the county voted on a ballot question, known as Back the Badge, requesting a 1% county sales tax increase to go directly to Law Enforcement Agencies in Delta County. This initiative failed but was on the 2020 ballot asking for .8% county sales tax increase which will again go directly to the Law Enforcement Agencies in Delta County. This measure passed and the town started receiving .8% increase in sales tax revenue in 2021. Fiscal year 2022 will mark the first full year of sales tax collected from the successful Back the Badge Campaign.

TRAINING GRANTS

Police Officer's Standards and Training (POST) provides police departments with reimbursable funding for the training of their officers. They cover the training costs, lodging, and travel and meals. This budget allows for \$200.00 per officer for non-reimbursed training and \$1,000.00 per officer for reimbursed training.

VICTIMS ADVOCATE

The Victims Advocate (VA) agreement is between the municipalities of Cedaredge, Hotchkiss, and Paonia and Delta County Coroner. The victim services subcontractors service the Cedaredge Police Department, Hotchkiss Marshal's Office, the Paonia Police Department, along with Delta County Coroners.

The purpose is to offer municipalities a consistent approach to victim advocacy by providing two part-time advocates who will respond to the needs of domestic violence/sexual assault/death notification and other victim-related crimes. A VALE grant of \$18,512.00 was obtained in 2019 and \$8,500 in 2020 to cover most costs associated with this program. A VALE grant was also obtained for 2021 in the amount of \$20,200.00. The Town provided cell phones for advocates in 2019, 2020, 2021 and it will continue in 2022. In addition, \$1,000.00 was allocated to cover the expenses not covered by the VALE grant.

TASER PLAN

In 2017, the Town contracted with Taser International, now known as AXON Enterprise Inc, for a five (5) year Taser plan. The plan has been increased from four (4) to five (5) Tasers. The benefits include maintenance, batteries, and cartridges. Additional Tasers can be purchased and added to the plan. The town has budgeted to renew with AXON Enterprise Inc for another five (5) year plan at \$3,250.00 per year.

BODY CAMERA PLAN

In 2019, the Town contracted with AXON Enterprise Inc. for a five (5) year Flex Two Replacement Plan. The plan is for five (5) body cameras and will include maintenance, upgraded cameras annually, docking stations, and 1000 CB of offsite data storage with set purge dates at \$3,670.00 per year.

PUBLIC DEFENDER

A new program at the Office of the Alternate Defense Counsel, that ensures indigent defendants charged with municipal ordinance violations are represented by constitutionally effective counsel, was launched in January 2020. Municipal Courts in Colorado are responsible for providing court-appointed counsel to indigent defendants as the statewide public defender's office and the Office of the Alternate Defense Counsel are only able to provide counsel at the state court level. Due to this new program, the Town had been advised to budget \$2,500.00 toward this program in 2021 and will continue through 2022.

COMPUTERS

The Town has budgeted to replace all the desktop computers in the public safety department as the current will no longer be supported due to age. Total budget for replacement of computers is \$10,000.00.

PARKS

ARBOR DAY & TREE CITY USA

(Started in 2018 and will continue with this 2022 Budget)

Arbor Day participation is a requirement for Tree City USA Designation. The Tree City designation is a necessary function for multiple grant and funding opportunities for parks and town-owned property. Participation in Arbor Day must include the planting of a tree in a public space, and an additional requirement for Tree City USA designation is a \$2 contribution per capita. This equates to a minimum budget of \$3000.00 in tree-related expenditures.

TREE BOARD

Per Article 7 of the Municipal Code, the Tree Board holds the responsibility of maintaining both the Arbor Day tradition and the annual updating of the Tree City designation. Funds are allocated to help support the advertisement and celebration costs associated. The Tree Board has submitted a budget request for 2022 of \$1,195.00 including the planting of a tree for Arbor Day. The budget supports the entire request.

OTHER FUNDED PROJECTS IN PARKS are as follows:

Started in 2020 and will carry over to 2022:

The Miner Memorial Wall is complete with all bricks purchased through July 2021. There are some spaces still available.

Improvement to the Peony Beds

Hill stabilization in Apple Valley Park

Completed walking path at Apple Valley Park

Install curbing at Lee's Park (recommended by CIRSA)

Projects requested for 2021 that will carry over to 2022:

Lee's Park fencing

Projects planned for 2022:

Tree Trimming

Bathroom Upgrades

Grass improvements

STREET, BRIDGE, ALLEYS, STORM DRAINS & STREET CAPITAL IMPROVEMENTS

The Town of Paonia has limited resources in the General Fund, by which streets & alleys are funded. In 2019, staff recommended the creation of an Impact Fee for the Town's 'public' utilities, like the Franchise Fee. The Town charges 'private' utilities for the use of the Town's Rights-of-Way. Staff recommended an Impact Fee of 3% to be paid out of existing enterprise fund revenues. Each enterprise fund - Water, Wastewater, and Sanitation - is charged the Impact Fee for use and impact of the Town's Streets and Alleys. This is budgeted to continue into 2022.

In addition, the Marijuana initiative passed. In 2021, an estimated revenue amount was added to the Street Capital Fund of \$25,000.00 for processing applications. The Town received \$15,000.00 in application fees. In 2022, the operational tax revenue has been estimated and added to the Street Capital Fund of \$117,000.00.

In 2022, proposed street projects include:

Engineering for Pan American Bridge \$36,500

Resurfacing the Samuel Wade Bridge has an estimated cost of \$120,300.00.

The Town will continue to accumulate fund to begin reconstruction of Third Street a few blocks at a time. The updated engineering estimate for two blocks was \$500,000.00 in 2020. At the end of fiscal year 2022, the Town anticipates having accumulated the \$500,000.00 necessary to begin the reconstruction project.

SPECIALTY FUND 2022 BUDGET HIGHLIGHTS

SIDEWALK FUND

In 2013, voters approved a \$3.00 per month fee, with a sunset provision for December 2024, to be dedicated to the repair and replacement of existing sidewalks. In 2014, the \$3.00 fee was implemented collecting a total of \$29,046. In 2015, C&N Construction (Montrose-based) was issued the contract to begin sidewalk repairs, total expenditure was \$40,299. In 2016, C&N was also issued a contract for sidewalk repairs. In 2017, due to the depletion of the Sidewalk Fund, expenditures were limited to 'emergency' repairs which were performed by C&N, totaling \$11,530.00. Due to the increased costs in mobilization, staff has recommended that starting in 2018, sidewalk projects are conducted every other year to allow for the fund to be replenished and allow for more substantial work. Therefore, expenditures were limited to 'emergency' repairs for 2019, which included three (3) sections of sidewalk. In 2020, more substantial sidewalk repairs were completed on Box Elder, 3rd Street, 4th Street, 3rd & Delta, 3rd and Grand, under the planters on Grand. In 2021, expenditures were limited to 'emergency' repairs and sidewalk grants. There was also an amount budgeted for expenditures for possible tree removal directly affecting infrastructure and safety after receiving the survey from the Forest Service. In 2022, the Town estimates a total of \$64,115.00 for sidewalk repairs and possible tree abatement.

PASS THROUGH GRANTS

Possible pass-through grants initiated in 2021 and will continue in 2022 will include the Paonia Skate Park and Lone Cabin & Turner Ditch Wildlife Rehabilitation efforts.

CONSERVATION TRUST FUND

In 2019, Conservation trust funds were used for tree trimming in the Town Park. In 2020, Conservation trust funds were used to improve the Town Park Playground. In 2021, Conservation trust funds are slated for Poulos Park upgrades and Bike Racks in Town Park. However, these items were paid for out of the Park Budget. In 2022 the balance is expected to be \$25,318.00 and will be used for Tree Trimming, Town Park Playground Shelter Pad, and Town Park playground upgrade from bark to pea gravel.

CAPITAL IMPROVEMENTS

The 2021 Budget recommends a capital improvement budget of \$193,725.00 in new projects, in addition to the uncompleted projects from the 2020 Budget allocations:

Paonia Airport \$67,842.00 Delta County has requested approximately \$12,000.00 for infrastructure upgrades.
(Completely supported by Cell Phone Tower Rent)
Town Hall Upgrades (including Building Code Update) \$34,235.00
Continued Computer Upgrades \$10,000.00
Continued PD Vehicle Upgrade \$53,417.00
PW Projects and Equipment \$562,355.00
Total Capital Improvements \$727,849.00

ENTERPRISE FUNDS 2021 BUDGET HIGHLIGHTS

The Board approved increases for the 2020 and 2021 budgets. An additional increase is being recommended and is included in the 2022 budget. A water rate analysis and recommendation is currently underway by Rural Community Assistance Corp. The proposed rate is based solely on historical budget data and the funds needed for the next one-to-three-year projects included in the proposed budget.

Grants will need to be obtained to complete several of the priorities for water and sewer in a timely manner. The Town will work with the different agencies to secure funds.

WATER

Water rate increases proposed for 2022 are as follows:

In-Town Residential + Stand By \$40.00/mo.
Out-of-Town Residential + Stand By \$50.00/mo.
In-Town Commercial + Stand By \$50.00/mo.
Out-of-Town Commercial + Stand By \$65.00/mo.

The estimated revenue from the increase is \$155,644.00

Water funding priorities include:

Debt Service

Repair & Maintenance Priorities:

General Maintenance \$117,750.00

Spring Repair \$30,000.00

Meter Installation Project \$45,000.00

PRV & Valve Repair \$25,000.00

Pressure/Temp Sensors \$10,000.00

Total \$227,750.00

Major Projects for 2022 carried forward from 2021:

The cost of the 2MG tank lining cost estimate from the engineers has increased substantially. Therefore, water rate increases are proposed as well as the use of the ARP Grant Funds (\$369,232.00) and the excess in reserve (\$225,500.00). Upcoming project costs are \$826,440.00 up to \$1,000,000.00. If it is determined that the cost of the project is going to be closer to the \$1,000,000 the Town will have to use the excess reserves as a matching fund and seek additional grant funding.

The Town has continued to budget \$25,000.00 for engineering for raw water storage. This is supported as well in the draft infrastructure analysis report provided by JDS Hydro.

Projects not completed from 2020 and not carried forward as 2021 or 2022 priorities:

2MG Floor Drain Improvement

Water Company Agreements

Bond (Debt Service) requirements for our Bond agreements are as follows:

Colorado Water Resources & Power Development Authority (WPA) Bond

WPA requires water and sewer debt service to be budgeted at 110% of the annual payment.

WPA requires between water and sewer a 110% debt ratio.

WPA requires 25% between water and sewer expenditures in Available Working Capital (Calculated during Audit).

SEWER (WASTEWATER)

No sewer rate increases are proposed for 2022.

In 2020, sewer rates were increased by \$4.00.

In 2017, sewer rates were increased by \$3.00.

In 2017, the Town initiated engineering to extend the Town's sewer line down Stahl Road, Highway 133, and up Price Road. The engineering was substantially completed in 2018. The Town will need to secure funding to proceed with the construction of this project.

Sewer funding priorities include:

Debt Service

Repair & Maintenance Priorities:

General Maintenance \$59,100.00

Total \$59,100.00

Future funding priorities include:

Est. Cost Reserves

Sludge removal \$500,000.00 \$16,779.00

Nitrification Treatment \$500,000.00 \$16,779.00

Bond (Debt Service) requirements for our Bond agreements are as follows:

WPA requires water and sewer debt service to be budgeted at 110% of the annual payment.

WPA requires between water and sewer a 110% debt ratio.

WPA requires 25% between water and sewer expenditures in Available Working Capital (Calculated during Audit).

AMKO Bond (sewer only) requires the equivalent of one payment in a reserve account to cover the last payment.

The Town sold sewer property in 2017. At the time of the sale, it was stated that as a condition set by USDA, these funds must be used for future sewer capital projects. However, since the Town no longer holds any debt with USDA this is no longer a requirement. The total as of September 2021 is \$530,452.70.

Projects continued in 2020, but not carried forward as 2021 or 2022 priorities:

Auto Trash Cleaner

SOLID WASTE (TRASH)

No rate increases are proposed for 2022.

Trash/Garbage rate increases for 2021 were as follows:

(The increases were primarily due to the County increase in dump rates for the land fill of \$5.00 per ton)

Single Can - No increase

Standard Can - \$3.00 increase from \$20.00 to \$23.00.

Heavy User - \$3.00 increase from \$27.00 to \$30.00.

2-Yard Dumpster - \$15.00 increase from \$35.00 to \$50.00.

3-Yard Dumpster - \$23.00 increase from \$37.00 to \$60.00.

Solid waste (trash) rates were increased \$1.00 in 2018.

A new trash truck was purchased in 2019.

Trash funding priorities for 2022 are:

Replacement Dumpsters totaling \$3,500.

However, the Town needs to begin budgeting a future reserve for the tote trash system.

The Town has budgeted to continue modified Clean-Up Days at a cost of \$3,000.00 which includes dumping fees.

MOVING FORWARD

It is impossible to know how the fluctuating economy and fiscal outlook for Paonia will be in the coming years. Looking to the future, the Town needs to ensure that it can handle any unforeseen negative financial situations.

Moving forward into 2022 and beyond, the following security measures need to be maintained or worked into the budget document in the future:

The continued allocation of 1% of the Town's 3% sales tax toward the Capital Improvement Plan.

Increase dwindling reserves to cover at least three (3) months' worth of expenses (in future years six (6) months' worth of expenses would be reserved). Excess reserves are needed for any future grant opportunities as a match.

Investigate the possibility of allocating funds for Capital Equipment Replacement Fund (CERF) funding from revenues; and

Investigate other possible revenue opportunities.

Investigate grant opportunities.

These are bold ambitions and, as such, it will take several years to achieve these financial goals. But, by committing to them, the Town will have measures in place to help responsibly address any negative fiscal situations that may arise in the future.

CONCLUSION

The proposed 2022 budget puts forth an implementation plan that actively addresses the goals adopted by the Board of Trustees. The budgetary 'wish' list exceeds the funds that are available. The planned creation of a long-term Capital Improvement Budget for 2022 will incorporate items that were eliminated from this budget and plan for the replacement of capital items (rather than always responding with 'emergency' appropriations), to create budgetary continuity and improve long-term planning. This is a budget that pushes forward to achieve the goals set by the Board of Trustees, while reflecting an increase in planning for the future based upon those same goals. The Town must not rest on the laurels of past accomplishments but continue to ensure that the high levels of service provided to the community remain. It is with these goals in mind that we respectfully submit this budget for review.

Respectfully,

Corinne Ferguson
Town Administrator / Town Clerk

Cindy Jones
Finance Director

In cooperation with:

Travis Loberg
Public Works Director

Neil Ferguson
Former Police Chief

2022 BUDGET VS 2021 BUDGET - PAYROLL

PR RPT DETAIL	2022 PAYROLL ANNUAL	% OF TOTAL PAYROLL	STAFFING LEVELS	2021 PAYROLL ANNUAL	% OF TOTAL PAYROLL	STAFFING LEVELS	\$ CHANGE	% CHANGE
MAYOR/TRUSTEE	10,334.40	0.73%	7	10,334.40	0.88%	7	-	
ADMINISTRATION	316,866.71	22.41%	5	304,725.74	26.01%	5	12,140.97	3.98%
PD	463,926.73	32.81%	8	431,013.78	36.79%	8	32,912.95	7.64%
PU (WATER SEWER)	231,810.46	16.39%	3	166,613.16	14.22%	2	65,197.30	39.13%
PW (STREETS PARKS TRASH)	391,070.57	27.66%	6+1S	258,723.22	22.09%	5	132,347.35	51.15%
	1,414,008.87	100.00%	30	1,171,410.30	100.00%	27	242,598.57	
WAGES	991,580.00			811,140.00			180,440.00	22.25%
INCREASES	27,200.00			47,500.00			(20,300.00)	-42.74%
WAGE COSTS	1,018,780.00			858,640.00			160,140.00	18.65%
OT	14,138.63			11,731.88			2,406.75	20.51%
DT	3,910.00			3,392.00			518.00	15.27%
OVERTIME	18,048.63			15,123.88			2,924.75	19.34%
ER-FPPA	25,547.60			24,486.80			1,060.80	4.33%
ER-D&D	9,016.80			8,642.40			374.40	4.33%
ER-SOC	42,674.28			33,685.37			8,988.91	26.68%
ER-MED	14,772.31			12,450.28			2,322.03	18.65%
UNEMP	3,023.94			2,543.52			480.42	18.89%
TAX COSTS	95,034.93			81,808.37			13,226.56	16.17%
PTO	21,585.72			14,975.46			6,610.26	44.14%
MISC-CELL PHONE	9,060.00			7,860.00			1,200.00	15.27%
CLOTHING	2,700.00			2,100.00			600.00	28.57%
RMHMO	201,485.04			149,705.04			51,780.00	34.59%
+RMHMO	8,875.00			6,699.25			2,175.75	32.48%
HARTFORD-DIS	1,930.50			1,732.50			198.00	11.43%
HARTFORD-LIFE	496.08			445.20			50.88	11.43%
PENSION	36,012.98			32,320.60			3,692.38	11.42%
BENEFIT COSTS	282,145.32			215,838.05			66,307.27	30.72%
TOTAL	1,414,008.87			1,171,410.30			242,598.58	20.71%

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
CAPITAL IMPROVEMENT FUND								
SALES TAX - CAP. IMPROVEMENTS	144,322.07	180,777.64	187,500.00	214,454.96	210,290.00	189,490.99	110,536.41	230,000.00
AIRPORT	7,650.00	7,650.00	7,650.00	7,650.00	7,650.00	7,650.00	4,462.50	7,650.00
MISCELLANEOUS	-	-	-	500.00	-	-	-	-
RESERVES	-	-	3,600.00	-	283,715.21	-	-	490,199.42
TOTAL INCOME	151,972.07	188,427.64	198,750.00	222,604.96	501,655.21	197,140.99	114,998.91	727,849.42
CAPITAL OUTLAY	209,924.77	42,589.85	187,500.00	216,847.73	264,289.75	109,649.33	63,962.11	423,625.21
AIRPORT	-	-	11,250.00	-	-	-	-	19,842.00
CAPITAL PROJECTS	-	76,586.29	-	-	-	-	-	-
TRANSFERS	-	28,091.13	-	-	177,173.46	-	-	236,382.21
TOTAL EXPENDITURES	209,924.77	147,267.27	198,750.00	216,847.73	441,463.21		63,962.11	679,849.42
	(57,952.70)	41,160.37	-	5,757.23	60,192.00		51,036.80	48,000.00

CAPITAL IMPROVEMENT SUMMARY								
CAPITAL FUND BEGINNING RESERVE	354,941.31	296,988.61	338,149.98	338,149.98	343,907.21		343,907.21	
CAPITAL INCOME	151,972.07	188,427.64	198,750.00	222,604.96	501,655.21		114,998.91	727,849.42
CAPITAL EXPENSE	209,924.77	147,267.27	198,750.00	216,847.73	441,463.21		63,962.11	679,849.42
AUDIT ADJUSTMENT		1.00						
NET CHANGE	(57,952.70)	41,161.37	-	5,757.23	60,192.00		51,036.80	48,000.00
CAPITAL FUND ENDING RESERVE	296,988.61	338,149.98	338,149.98	343,907.21	404,099.21		394,944.01	48,000.00
LESS CLASSIFIED FUND BALANCE								
RESTRICTED : TABOR								
COMMITTED								
AIRPORT	37,242.00	44,892.00	52,542.00	52,543.00	60,192.00		60,192.00	48,000.00
TOTAL CLASSIFIED FUND BAL	37,242.00	44,892.00	52,542.00	52,543.00	60,192.00		60,192.00	48,000.00
UNASSIGNED FUND BAL	259,746.61	293,257.98	285,607.98	291,364.21	343,907.21		334,752.01	(0.00)

CAPITAL IMPROVEMENT ALLOCATIONS FOR 2022												
DESCRIPTION	ALLOCATION	ACTUAL	REMAINING	2022 SALES TAX	2021-2015 CELL TOWER	2014	2021	2020	2019	2018	2017	2016
CARRY												
AIRPORT												
PAONIA SHARE AIRPORT	67,842.00		67,842.00	(7,650.00)	(53,550.00)	(6,642.00)						
ADMINISTRATION												
BUILDING CODE UPDATE	1,687.00		1,687.00					(1,687.00)				
TOWN HALL UPGRADE	32,148.18		32,148.18				(20,000.00)	(10,000.50)	(2,147.68)			
COMPUTERS	10,000.00		10,000.00	(10,000.00)								
BIKE RACK	400.00		400.00						(400.00)			
POLICE												
VEHICLE	53,416.70		53,416.70	(48,000.00)			(5,416.70)					
PUBLIC WORKS												
STREETS	236,382.21		236,382.21	(77,000.00)			(35,000.00)	(49,226.38)	(45,540.62)	(14,725.00)	(14,132.04)	(758.17)
OVERLAY	60,000.00		60,000.00	(30,000.00)								(30,000.00)
SIGN REPLACEMENT	6,894.00		6,894.00					(1,490.46)	(212.74)	(296.80)	(4,894.00)	
ELLEN HANSON SMITH CTR	20,000.00		20,000.00					(20,000.00)				
VEHICLE	135,000.00		135,000.00	(45,000.00)			(45,000.00)	(45,000.00)				
EQUIPMENT	104,079.33		104,079.33	(20,000.00)			(67,740.00)	(16,339.33)				
TOTAL	727,849.42	-	727,849.42	(237,650.00)	(53,550.00)	(6,642.00)	(173,156.70)	(143,743.67)	(48,301.04)	(15,021.80)	(19,026.04)	(30,758.17)
				(230,000.00)								

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
GENERAL FUND - STREET CAPITAL - REVENUE								
SALES TAX - TOWN	-	22,840.66	-	-	-	-	-	-
OPERATIONAL TAX					25,000.00	-	-	117,000.00
LICENSE FEES						38,571.43	22,500.00	
IMPACT FEE	45,809.95	44,836.53	45,107.36	48,150.59	61,822.00	47,379.57	31,586.38	53,213.11
HIGHWAY USERS TAX	13,062.94	3,682.37		-	-	-	-	-
TRANSFER					177,173.00	-	-	236,382.21
RESERVES			87,759.89	-	51,005.00	-	-	107,962.89
	58,872.89	71,359.56	132,867.25	48,150.59	315,000.00		54,086.38	514,558.21

GENERAL FUND - STREET CAPITAL - EXPENDITURES								
CONTRACT LABOR-ENGINEER		-	3,000.00	-	-	-	-	-
STREET CAPITAL	39,457.00	-	129,867.25	85,049.08	315,000.00	-	-	514,558.21
	39,457.00	-	132,867.25	85,049.08	315,000.00			514,558.21
	(39,457.00)	-	(132,867.25)	(36,898.49)	-		54,086.38	-
BEGINNING RESERVE	2,119.01	2,119.01	-	90,775.00	53,876.51		53,876.51	107,962.89
INCOME	-	71,359.56	-	48,150.59	315,000.00		54,086.38	514,558.21
EXPENSE	-	-	-	85,049.08	315,000.00		-	514,558.21
ADJUSTMENT								(107,962.89)
NET CHANGE	-	71,359.56	-	(36,898.49)	-		54,086.38	(107,962.89)
ENDING RESERVE	2,119.01	73,478.57	-	53,876.51	53,876.51		107,962.89	-

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - ADMINISTRATION - REVENUE								
PROPERTY TAXES	99,660.85	100,298.72	133,063.00	132,257.46	134,107.00	134,107.00	132,997.50	150,121.00
SALES TAX - TOWN	34,089.93	30,742.00	17,730.00	75,247.95	991.00	991.00	991.00	10,651.00
SALES TAX - COUNTY	-	-	-	-	-	-	-	45,000.00
PENALTY & INTEREST	268.57	362.24	300.00	408.33	330.00	385.61	257.07	400.00
DELINQUENT TAX	6.43	32.07	50.00	-	30.00	24.45	14.26	25.00
ABATEMENTS	-	863.51	-	1,215.27	-	-	-	-
LIQUOR LICENSES	6,732.00	3,450.00	4,000.00	4,240.50	3,650.00	4,813.50	3,209.00	4,200.00
SPECIAL REVIEWS	2,350.00	6,562.97	2,000.00	1,666.30	1,000.00	809.03	539.35	500.00
INTEREST INCOME	13,123.62	12,909.34	11,200.00	9,690.27	10,400.00	9,906.84	6,604.56	10,800.00
LATE CHARGES	6,533.45	8,158.62	8,500.00	2,522.11	2,500.00	7,380.00	4,920.00	7,500.00
OTHER INCOME	820.80	246.15	250.00	1.00	-	67.50	45.00	66.00
REFUND OF EXP	3,585.52	10,998.51	-	10,706.23	-	4,373.55	2,915.70	-
RESTITUTION	8,127.10	10,189.88	10,200.00	7,544.35	5,700.00	2,315.78	1,543.85	2,000.00
GRANT REVENUE	-	-	-	61,728.00	-	25,318.43	16,878.95	35,000.00
	175,298.27	184,814.01	187,293.00	307,227.77	158,708.00		170,916.24	266,263.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - ADMINISTRATION - EXPENDITURES								
TOTAL PAYROLL	22,723.88	40,570.14	58,711.00	48,801.80	33,169.00	18,398.97	12,265.98	46,424.00
WORK COMP	349.00	213.00	126.00	126.00	131.00	185.85	123.90	134.00
CONTRACT LABOR		3,840.54		529.09	-	-	-	-
OFFICE SUPPLIES	4,350.71	5,126.92	3,675.00	3,175.91	3,937.00	2,591.88	1,727.92	4,020.00
OPERATING SUPPLIES	640.73	655.37	725.00	652.68	721.00	452.70	301.80	700.00
POSTAGE	480.72	1,688.86	1,850.00	488.65	450.00	449.16	299.44	550.00
LEGAL SERVICES	69,915.09	53,020.91	50,080.00	66,335.09	51,160.00	39,837.12	26,558.08	74,985.00
AUDIT & BUDGET EXPENSE	6,862.50	5,170.00	5,170.00	5,290.00	4,510.00	-	-	4,500.00
REPAIRS & MAINTENANCE	-	-	-	325.00	-	-	-	-
TOWN HALL EXPENSE	13,756.74	11,043.23	10,765.00	11,272.11	11,683.00	10,396.49	6,930.99	12,170.00
TRAVEL & MEETINGS	2,314.04	3,855.74	10,700.00	909.22	10,790.00	2,176.53	1,451.02	4,000.00
INSURANCE & BONDS	2,516.76	6,437.66	3,326.00	4,136.30	3,766.00	6,109.32	4,072.88	2,780.00
UTILITIES	5,354.38	5,400.41	4,800.00	4,473.29	4,405.00	3,869.10	2,579.40	5,050.00
TELEPHONE	1,818.10	1,466.29	1,950.00	1,156.85	1,147.00	2,535.15	1,690.10	2,950.00
PUBLISHING & ADS	4,822.74	3,455.94	3,600.00	1,605.73	1,500.00	5,010.45	3,340.30	5,000.00
DUES & SUBSCRIPTIONS	6,339.00	8,166.30	8,700.00	9,538.50	9,703.00	10,829.54	7,219.69	11,525.00
CNTY TREASURER'S FEE	2,126.85	2,142.25	3,000.00	2,812.45	2,810.00	4,201.28	2,800.85	3,300.00
DATA PROCESSING	5,219.79	10,634.95	11,825.00	12,814.16	13,726.00	11,273.15	7,515.43	13,550.00
MISCELLANEOUS (CDOT GRANT)	-	-	-	127,589.98	-	25,608.63	17,072.42	-
CULTURAL EVENTS	-	5,000.00	-	38.91	850.00	-	-	-
HUMAN SERVICES	7,075.00	6,263.28	4,290.00	4,300.00	4,250.00	5,925.00	3,950.00	4,625.00
CAPITAL OUTLAY	-	-	4,000.00	53,222.55	-	-	-	70,000.00
TRANSFER				(26,000.00)		43,452.00	28,968.00	
	156,666.03	174,151.79	187,293.00	333,594.27	158,708.00		128,868.20	266,263.00
	18,632.24	10,662.22	0.00	(26,366.50)	(0.00)		42,048.04	(0.00)

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - BUILDING - REVENUE								
BUILDING PERMITS	27,612.95	23,156.70	47,900.00	26,094.50	30,000.00	27,300.98	18,200.65	30,000.00
SALES TAX - TOWN	12,987.27	28,221.75		13,297.44	1,194.00	1,791.00	1,194.00	5,288.00
	40,600.22	51,378.45	47,900.00	39,391.94	31,194.00		19,394.65	35,288.00

GENERAL FUND - BUILDING - EXPENDITURES								
TOTAL PAYROLL	3,812.87	3,351.61	4,353.00	4,992.37	2,518.00	2,329.77	1,359.03	3,695.00
WORKMANS COMPENSATION	441.00	522.00	12.00	12.00	18.00	24.30	16.20	18.00
BUILDING INSPECTOR	48,121.10	45,421.00	40,000.00	30,837.50	26,800.00	27,742.29	16,183.00	28,500.00
OFFICE SUPPLIES	550.86	370.56	500.00	53.18	497.00	22.03	12.85	450.00
OPERATING SUPPLIES	511.36			-	-	-	-	-
POSTAGE	25.00		25.00	1.00	50.00	-	-	50.00
LEGAL SERVICES	2,398.50	838.50	1,200.00	585.00	-	-	-	750.00
VEHICLE EXPENSE	12.15			-	-	-	-	-
INSURANCE & BONDS	817.16	598.52	775.00	775.89	776.00	1,333.37	777.80	880.00
TELEPHONE	-	86.35		-	-	-	-	-
PUBLISHING & ADS	-	54.91	100.00	-	-	-	-	-
DUES & SUBSCRIPTIONS	-	135.00	935.00	135.00	535.00	248.57	145.00	945.00
	56,690.00	51,378.45	47,900.00	37,391.94	31,194.00		18,493.88	35,288.00
	(16,089.78)	-	0.00	2,000.00	0.00		900.77	(0.00)

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - PUBLIC SAFETY - REVENUE								
S.O. AUTO TAXES	17,792.77	18,678.31	18,000.00	22,290.77	19,000.00	23,671.55	15,781.03	23,000.00
SALES TAX - TOWN	144,413.12	180,777.69	183,074.00	151,428.37	173,957.00	227,562.69	132,744.90	182,000.00
SALES TAX - COUNTY	106,933.96	120,348.86	115,000.00	142,648.51	126,700.00	341,912.45	199,448.93	324,500.00
BACK THE BADGE				-	162,000.00	-	-	-
CIGARETTE TAX	1,357.37	1,325.18	1,275.00	1,490.60	1,400.00	1,557.63	1,038.42	1,550.00
MOTOR VEHICLE - \$1.50	2,479.37	2,612.59	2,500.00	2,612.20	2,625.00	2,679.59	1,786.39	2,625.00
MOTOR VEHICLE - \$2.50	3,467.38	3,458.81	3,500.00	3,718.77	3,720.00	3,892.50	2,595.00	3,725.00
COURT FINES	54.25	631.78	500.00	717.28	400.00	1,150.88	767.25	1,150.00
POLICE FINES	18,984.25	20,437.07	20,000.00	14,075.00	17,225.00	22,312.50	14,875.00	27,650.00
MISC FINES-BONDS	971.50	202.25	200.00	73.50		285.00	190.00	300.00
DOG TAGS	250.00	785.00	750.00	311.00	300.00	300.00	200.00	300.00
PD GRANT	3,272.84	18,859.24	12,970.00	1,352.68	5,400.00	1,492.50	995.00	6,000.00
OTHER AGENCY CONT		20,000.00	20,000.00	20,000.00	10,000.00	13,747.50	9,165.00	-
VIN INSPECTIONS	1,160.00	1,155.00	1,200.00	1,195.00	1,155.00	1,927.50	1,285.00	1,925.00
	301,136.81	389,271.78	378,969.00	361,913.68	523,882.00		380,871.92	574,725.00

GENERAL FUND - PUBLIC SAFETY - EXPENDITURES								
TOTAL PAYROLL	216,918.77	247,374.98	302,094.00	259,701.76	418,805.00	376,414.85	219,575.33	463,230.80
WORK COMP	7,326.00	9,286.00	7,212.00	7,212.00	9,415.00	13,458.74	8,972.49	9,690.20
OFFICE SUPPLIES	1,191.53	788.28	1,100.00	1,266.84	1,310.00	766.53	511.02	1,300.00
OPERATING SUPPLIES	7,152.08	3,614.92	1,500.00	4,859.95	11,453.00	5,300.21	3,533.47	6,500.00
POSTAGE	276.60	283.42	300.00	231.54	235.00	186.29	124.19	300.00
LEGAL SERVICES	640.50	195.00	975.00	4,587.88	2,500.00	-	-	2,500.00
REPAIRS & MAINTENANCE	358.50	280.00	250.00	360.00	360.00	-	-	800.00
VEHICLE EXPENSE	11,964.96	15,855.16	11,800.00	6,774.79	10,535.00	13,466.30	8,977.53	12,390.00
TRAVEL & MEETINGS	2,689.66	3,604.71	6,500.00	719.34	9,500.00	10,816.53	7,211.02	10,100.00
INSURANCE & BONDS	13,034.76	16,536.10	20,313.00	20,613.36	22,216.00	33,987.77	22,658.51	25,604.00
UTILITIES	2,100.53	2,066.34	2,200.00	1,768.14	1,800.00	1,551.66	1,034.44	2,075.00
TELEPHONE	1,697.76	2,641.75	4,250.00	2,078.08	3,265.00	4,459.95	2,973.30	5,710.00
PUBLISHING & ADS	64.10	141.90	50.00	1,081.16	104.00	301.13	200.75	230.00
DUES & SUBSCRIPTIONS	3,553.00	3,235.00	3,525.00	8,480.52	6,050.00	2,653.62	1,769.08	4,975.00
PERMITS & FEES	421.00			-		-	-	-
DATA PROCESSING	8,481.90	9,719.28	16,300.00	15,534.83	25,234.00	20,777.85	13,851.90	28,070.00
HUMAN SERVICES			600.00	551.41	1,100.00	600.00	400.00	1,250.00
CAPITAL OUTLAY		5,801.99			-	-	-	-
PUBLIC SAFETY	277,871.65	321,449.90	378,969.00	335,821.60	523,882.00		291,793.03	574,725.00
	23,265.16	67,821.88	0.00	26,092.08	0.00		89,078.89	(0.00)

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - PARKS - REVENUE								
SALES TAX - TOWN	12,000.00	47,890.85	118,197.00	94,928.95	140,631.00	127,303.06	74,260.12	133,575.00
SEVERANCE TAX	7,093.79	10,721.21	8,800.00	4,764.61	5,000.00	-	-	3,000.00
MINERAL LEASING	6,002.47	6,580.32	6,300.00	3,918.97	3,925.00	-	-	3,000.00
RENTS & ROYALTIES	9,546.51	11,848.51	6,900.00	7,396.48	9,422.00	7,251.57	4,230.08	10,087.00
PARK CONTRIBUTIONS	9,500.00	30,487.52	-	10,360.00	670.00	9,814.29	5,725.00	-
GRANT REVENUE	-	25,000.00	10,000.00	2,654.21	15,000.00	-	-	-
OTHER AGENCY CONT	-	15,000.00	9,000.00	-	9,000.00	42.86	25.00	-
	44,142.77	147,528.41	159,197.00	124,023.22	183,648.00		84,240.20	149,662.00

GENERAL FUND - PARKS - EXPENDITURES								
TOTAL PAYROLL	3,225.78	33,541.32	66,252.00	49,903.72	69,592.00	55,836.93	32,571.54	91,967.35
WORK COMP	467.00	2,297.00	1,375.00	1,375.00	1,768.00	1,684.90	1,684.90	1,820.65
CONTRACT LABOR	-	-	-	5,787.05	-	-	-	-
OFFICE SUPPLIES	80.93	36.76	50.00	16.24	37.00	-	-	40.00
OPERATING SUPPLIES	4,186.34	4,033.30	4,500.00	4,168.71	6,540.00	6,043.06	3,525.12	6,130.00
POSTAGE	70.63	-	-	49.61	50.00	-	-	50.00
LEGAL SERVICES	1,125.00	-	-	-	-	-	-	-
REPAIRS & MAINTENANCE	6,837.76	12,506.47	50,025.00	3,699.27	5,684.00	20,652.69	12,047.40	14,875.00
VEHICLE EXPENSE	407.56	1,068.97	1,250.00	1,283.64	1,150.00	4,094.91	2,388.70	3,250.00
RENTALS	1,651.50	750.00	-	-	850.00	378.29	220.67	975.00
SHOP EXPENSE	1,323.38	1,058.26	1,000.00	2,448.16	1,082.00	1,429.89	834.10	684.00
INSURANCE & BONDS	3,473.18	3,929.25	4,045.00	4,079.42	3,718.00	6,516.17	3,801.10	4,300.00
UTILITIES	7,127.71	7,573.89	7,500.00	7,177.15	6,312.00	6,853.95	3,998.14	7,350.00
TELEPHONE	105.78	389.37	400.00	481.41	816.00	711.86	415.25	725.00
PUBLISHING & ADS	9.50	182.79	50.00	43.68	-	73.85	43.08	145.00
FEES & PERMITS	817.77	748.45	750.00	748.45	749.00	1,283.06	748.45	850.00
MISCELLANEOUS	-	344.83	-	5,308.42	-	52,206.57	30,453.83	-
CONTRACT SERVICES	2,000.00	2,148.00	2,000.00	2,274.13	3,000.00	3,428.57	2,000.00	3,000.00
CAPITAL OUTLAY	8,800.00	61,437.36	20,000.00	20,858.00	82,300.00	45,081.96	26,297.81	13,500.00
TRANSFER IN - (OUT)	-	-	-	6,000.00	-	-	-	-
PARKS	41,709.82	132,046.02	159,197.00	115,702.06	183,648.00		121,030.09	149,662.00
	2,432.95	15,482.39	(0.00)	8,321.16	0.00		(36,789.89)	(0.00)

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - STREETS - REVENUE								
SALES TAX - TOWN	14,931.04	56,147.46	51,804.00	94,007.21	103,807.00	58,442.19	34,091.28	128,486.00
FRANCHISE TAX	58,896.92	58,970.86	58,800.00	57,753.65	58,580.00	66,630.24	38,867.64	61,375.00
MISCELLANEOUS INCOME		279.00		-		857.14	500.00	
MISCELLANEOUS PERMITS	1,425.00	2,800.00	1,800.00	1,155.00	1,750.00	1,740.00	1,015.00	1,450.00
HIGHWAY USERS TAX	46,179.90	56,024.08	48,012.00	44,153.27	44,111.00	37,309.49	21,763.87	49,916.00
ROAD & BRIDGE	6,406.94	6,504.12	6,500.00	7,947.15	6,500.00	13,580.74	7,922.10	7,925.00
GRANT REVENUE						-		18,250.00
RESERVE						-		8,250.00
MOTOR FUEL TAX REFUND	1,069.19	1,228.00	1,500.00	1,179.14	1,550.00	2,413.89	1,408.10	1,875.00
	128,908.99	181,953.52	168,416.00	206,195.42	216,298.00		105,567.99	277,527.00

GENERAL FUND - STREETS - EXPENDITURES								
TOTAL PAYROLL	6,716.83	46,999.26	71,691.55	52,953.02	112,030.00	79,361.54	46,294.23	196,079.00
WORK COMP	3,679.00	2,540.50	1,691.00	1,691.00	3,468.00	5,665.71	3,305.00	3,570.00
OFFICE SUPPLIES	156.91	2.84		29.97	30.00	-	-	25.00
OPERATING SUPPLIES	187.63	563.39	900.00	661.00	840.00	137.35	80.12	645.00
POSTAGE	167.87	39.67	50.00	189.28	190.00	-	-	150.00
LEGAL & ENGINEERING SERV	10,695.00	1,845.00	1,950.00	945.50	-	7,264.29	4,237.50	36,800.00
REPAIRS & MAINTENANCE	11,315.97	33,812.00	19,850.00	30,380.79	12,716.00	7,657.66	4,466.97	9,950.00
VEHICLE EXPENSE	8,626.67	7,883.91	7,500.00	9,863.65	7,155.00	13,282.63	7,748.20	4,775.00
RENTALS	-	-		1,064.00	-	-	-	-
SHOP EXPENSE	5,123.23	3,734.49	4,000.00	3,063.48	1,879.00	3,287.25	1,917.56	1,865.00
TRAVEL & MEETINGS	-	-	-	31.66	-	-	-	-
INSURANCE & BONDS	5,122.28	5,593.26	8,548.45	8,744.63	3,317.00	5,676.72	3,311.42	3,848.00
UTILITIES	20,764.81	20,605.96	20,715.00	16,706.39	10,765.00	10,399.83	6,066.57	10,060.00
TELEPHONE	170.79	459.51	560.00	832.41	751.00	731.66	426.80	760.00
PUBLISHING & ADS	7.44	11.67	60.00	-	-	41.14	24.00	100.00
DUES & SUBSCRIPTIONS	550.00	-		1.56	-	-	-	-
SNOW REMOVAL	3,628.68	20,094.88	17,400.00	8,455.65	8,157.00	-	-	8,900.00
CAPITAL OUTLAY	6,715.00	12,002.50	13,500.00	62,445.13	55,000.00	-	-	-
TRANSFERS				6,000.00		-	-	
STREETS	83,628.11	156,188.84	168,416.00	204,059.12	216,298.00		77,878.37	277,527.00
	45,280.88	25,764.68	(0.00)	2,136.30	(0.00)		27,689.62	0.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - BRIDGE - REVENUE								
INTEREST INCOME	3,206.98	11,065.26	10,300.00	4,265.58	7,000.00	370.66	216.22	300.00
BRIDGE RESERVE	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	68,571.43	40,000.00	40,000.00
RESERVES	-	-			3,000.00	-	-	80,000.00
	43,206.98	51,065.26	50,300.00	44,265.58	50,000.00		40,216.22	120,300.00

GENERAL FUND - BRIDGE - EXPENDITURES								
BRIDGE REPAIR	783.00	-	50,300.00	-	50,000.00	-	-	120,300.00
	783.00	-	50,300.00	-	50,000.00		-	120,300.00
	42,423.98	51,065.26	-	44,265.58	-		40,216.22	-

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND SUMMARY								
GENERAL BEGINNING RESERVE	202,764.00	338,125.32	580,281.31	580,281.31	599,831.44		599,831.44	817,061.47
GENERAL INCOME	792,166.93	1,077,370.99	1,124,942.25	1,131,168.20	1,478,730.00	-	855,293.60	1,938,323.21
GENERAL EXPENSE	656,805.61	835,215.00	1,124,942.25	1,111,618.07	1,478,730.00	-	638,063.57	1,938,323.21
ADJUSTMENT								(88,250.00)
NET CHANGE	135,361.32	242,155.99	0.00	19,550.13	0.00		217,230.03	0.00
GENERAL ENDING RESERVE	338,125.32	580,281.31	580,281.31	599,831.44	599,831.44	-	817,061.47	728,811.47
LESS CLASSIFIED FUND BALANCE								
NONSPENDABLE								
RESTRICTED								
TABOR	29,500.00	32,321.13	33,748.27	33,935.05	44,361.90		25,658.81	58,149.70
COMMITTED								
BRIDGE RESERVE	120,832.00	144,168.00		184,168.00	231,168.00		231,168.00	110,868.00
TOTAL CLASSIFIED FUND BAL	173,407.00	176,489.13	33,748.27	218,103.05	275,529.90		256,826.81	169,017.70
UNASSIGNED FUND BAL	164,718.32	403,792.18	546,533.05	381,728.39	324,301.54		560,234.66	559,793.78
EST UNASSIGNED								
10%	65,680.56	83,521.50	112,494.22	111,161.81	147,873.00		63,806.36	193,832.32
25%	164,201.40	208,803.75	281,235.56	277,904.52	369,682.50		159,515.89	484,580.80
50%	328,402.81	417,607.50	562,471.12	555,809.04	739,365.00		319,031.79	969,161.60

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - STREET CAPITAL - REVENUE								
SALES TAX - TOWN	-	22,840.66	-	-	-	-	-	-
OPERATIONAL TAX					25,000.00	-	-	117,000.00
LICENSE FEES						38,571.43	22,500.00	
IMPACT FEE	45,809.95	44,836.53	45,107.36	48,150.59	61,822.00	47,379.57	31,586.38	53,213.11
HIGHWAY USERS TAX	13,062.94	3,682.37		-	-	-	-	-
TRANSFER					177,173.00	-	-	236,382.21
RESERVES			87,759.89	-	51,005.00	-	-	107,962.89
	58,872.89	71,359.56	132,867.25	48,150.59	315,000.00		54,086.38	514,558.21

GENERAL FUND - STREET CAPITAL - EXPENDITURES								
CONTRACT LABOR-ENGINEER		-	3,000.00	-	-	-	-	-
STREET CAPITAL	39,457.00	-	129,867.25	85,049.08	315,000.00	-	-	514,558.21
	39,457.00	-	132,867.25	85,049.08	315,000.00		-	514,558.21
	(39,457.00)	-	(132,867.25)	(36,898.49)	-		54,086.38	-
BEGINNING RESERVE	2,119.01	2,119.01	-	90,775.00	53,876.51		53,876.51	107,962.89
INCOME	-	71,359.56	-	48,150.59	315,000.00		54,086.38	514,558.21
EXPENSE	-	-	-	85,049.08	315,000.00		-	514,558.21
ADJUSTMENT								(107,962.89)
NET CHANGE	-	71,359.56	-	(36,898.49)	-		54,086.38	(107,962.89)
ENDING RESERVE	2,119.01	73,478.57	-	53,876.51	53,876.51		107,962.89	-

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GENERAL FUND - SIDEWALK - REVENUE								
SIDEWALK REVENUE	30,434.02	30,773.49	35,800.00	31,054.08	31,034.00	26,898.42	17,932.28	31,068.00
RESERVES	-	-	-	-	-	-	-	33,047.58
TOTAL INCOME	30,434.02	30,773.49	35,800.00	31,054.08	31,034.00		17,932.28	64,115.58

GENERAL FUND - SIDEWALK - EXPENDITURES								
OFFICE SUPPLIES	62.95	-	-	-	-	-	-	-
LEGAL SERVICES	-	-	500.00	-	-	-	-	-
REPAIRS & MAINTENANCE	45,209.88	7,682.21	35,200.00	47,965.40	31,034.00	951.43	555.00	64,115.58
PUBLISHING & ADS	-	-	100.00	-	-	-	-	-
CAPITAL OUTLAY	-	6,986.00	-	-	-	-	-	-
TOTAL EXPENDITURES	45,272.83	14,668.21	35,800.00	47,965.40	31,034.00		555.00	64,115.58
	(14,838.81)	16,105.28	-	(16,911.32)	-		17,377.28	-
BEGINNING RESERVE	18,497.43	-	-	16,105.28			(806.04)	33,047.58
INCOME	30,434.02	30,773.49	35,800.00	31,054.08	31,034.00		17,932.28	64,115.58
EXPENSE	45,272.83	14,668.21	35,800.00	47,965.40	31,034.00		555.00	64,115.58
ADJUSTMENT							16,476.34	(33,047.58)
NET CHANGE	(14,838.81)	16,105.28	-	(16,911.32)	-		33,853.62	(33,047.58)
ENDING RESERVE	3,658.62	16,105.28	-	(806.04)	-		33,047.58	-

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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PASS THROUGH GRANT FUND								
	19,665.13	-	335,000.00	-	460,000.00	-	-	460,000.00
TOTAL INCOME	19,665.13	-	335,000.00	-	460,000.00	-	-	460,000.00
	19,665.13	-	335,000.00	-	460,000.00	-	-	460,000.00
TOTAL EXPENDITURES	19,665.13	-	335,000.00	-	460,000.00	-	-	460,000.00
	-	-	-	-	-	-	-	-

PASS THROUGH GRANT FUND SUMMARY								
BEGINNING RESERVE	-	-	-	-	-	-	-	-
INCOME	19,665.13	-	335,000.00	-	460,000.00	-	-	460,000.00
EXPENSE	19,665.13	-	335,000.00	-	460,000.00	-	-	460,000.00
AUDIT ADJUSTMENT	-	-	-	-	-	-	-	-
NET CHANGE	-	-	-	-	-	-	-	-
ENDING RESERVE	-	-	-	-	-	-	-	-

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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CONSERVATION TRUST FUND								
CONSERVATION TRUST	8,571.11	28,208.31	9,000.00	7,590.44	7,492.00	6,274.53	4,705.90	8,000.00
INTEREST	16.35	8.46	8.00	4.02	3.00	10.99	8.24	12.00
RESERVES						-		17,306.42
TOTAL INCOME	8,587.46	28,216.77	9,008.00	7,594.46	7,495.00	6,285.52	4,714.14	25,318.42
EXPENDITURES-CTF	27,491.96	26,900.00	9,008.00	600.00	13,832.67	-	-	25,318.42
TOTAL EXPENDITURES	27,491.96	26,900.00	9,008.00	600.00	13,832.67		-	25,318.42
	(18,904.50)	1,316.77	-	6,994.46	(6,337.67)		4,714.14	-

CONSERVATION TRUST FUND SUMMARY								
CONS TRUST BEGINNING RESERVE	18,904.50	0.00	1,316.77	1,316.77	8,311.23		8,311.23	
CONS TRUST INCOME	8,587.46	28,216.77	9,008.00	7,594.46	7,495.00		4,714.14	25,318.42
CONS TRUST EXPENSE	27,491.96	26,900.00	9,008.00	600.00	13,832.67		-	25,318.42
AUDIT ADJUSTMENT								
NET CHANGE	(18,904.50)	1,316.77	-	6,994.46	(6,337.67)		4,714.14	-
CONS TRUST ENDING RESERVE	0.00	1,316.77	1,316.77	8,311.23	1,973.56		13,025.37	-

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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CAPITAL IMPROVEMENT FUND								
SALES TAX - CAP. IMPROVEMENTS	144,322.07	180,777.64	187,500.00	214,454.96	210,290.00	189,490.99	110,536.41	230,000.00
AIRPORT	7,650.00	7,650.00	7,650.00	7,650.00	7,650.00	7,650.00	4,462.50	7,650.00
MISCELLANEOUS	-	-	-	500.00	-	-	-	-
RESERVES	-	-	3,600.00	-	283,715.21	-	-	490,199.42
TOTAL INCOME	151,972.07	188,427.64	198,750.00	222,604.96	501,655.21	197,140.99	114,998.91	727,849.42
CAPITAL OUTLAY	209,924.77	42,589.85	187,500.00	216,847.73	264,289.75	109,649.33	63,962.11	423,625.21
AIRPORT	-	-	11,250.00	-	-	-	-	19,842.00
CAPITAL PROJECTS	-	76,586.29	-	-	-	-	-	-
TRANSFERS	-	28,091.13	-	-	177,173.46	-	-	236,382.21
TOTAL EXPENDITURES	209,924.77	147,267.27	198,750.00	216,847.73	441,463.21	63,962.11	63,962.11	679,849.42
	(57,952.70)	41,160.37	-	5,757.23	60,192.00	-	51,036.80	48,000.00

CAPITAL IMPROVEMENT SUMMARY								
CAPITAL FUND BEGINNING RESERVE	354,941.31	296,988.61	338,149.98	338,149.98	343,907.21	-	343,907.21	-
CAPITAL INCOME	151,972.07	188,427.64	198,750.00	222,604.96	501,655.21	-	114,998.91	727,849.42
CAPITAL EXPENSE	209,924.77	147,267.27	198,750.00	216,847.73	441,463.21	-	63,962.11	679,849.42
AUDIT ADJUSTMENT	-	1.00	-	-	-	-	-	-
NET CHANGE	(57,952.70)	41,161.37	-	5,757.23	60,192.00	-	51,036.80	48,000.00
CAPITAL FUND ENDING RESERVE	296,988.61	338,149.98	338,149.98	343,907.21	404,099.21	-	394,944.01	48,000.00
LESS CLASSIFIED FUND BALANCE								
RESTRICTED : TABOR								
COMMITTED								
AIRPORT	37,242.00	44,892.00	52,542.00	52,543.00	60,192.00	-	60,192.00	48,000.00
TOTAL CLASSIFIED FUND BAL	37,242.00	44,892.00	52,542.00	52,543.00	60,192.00	-	60,192.00	48,000.00
UNASSIGNED FUND BAL	259,746.61	293,257.98	285,607.98	291,364.21	343,907.21	-	334,752.01	(0.00)

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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WATER FUND - REVENUE								
WATER CHARGES-BASE RATE	788,317.84	761,739.46	765,000.00	799,921.19	664,944.00	964,625.04	562,697.94	694,824.00
INCREASE ' @ \$8.00/MO						-		155,664.00
WATER CHARGES-USAGE			66,497.40	-	528,550.00	-	-	237,052.00
WATER TAPS	62,000.00	57,000.00	-	45,500.00	-	6,857.14	4,000.00	-
SALES & SERVICES	2,144.18	4,982.42	3,650.00	8,285.75	4,500.00	8,541.39	4,982.48	5,000.00
STANDBY TAP FEES	47,245.04	45,485.71	44,115.00	53,584.79	56,484.00	53,509.78	31,214.04	50,676.00
BULK WATER	3,938.00	4,964.00	4,550.00	5,850.00	5,400.00	6,216.00	3,626.00	5,400.00
GRANT FUNDS	-	-	14,000.00	3,826.50		318,002.40	185,501.40	369,232.00
PENALTIES	4,985.00	1,255.00	2,500.00	395.72	1,000.00	85.71	50.00	1,000.00
RENTS	-	1,500.00	1,000.00	1,000.00	1,000.00	-	-	1,000.00
RESERVES						-	-	285,500.00
WATER INCOME	908,630.06	876,926.59	901,312.40	919,118.67	1,261,878.00		792,071.86	1,805,348.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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WATER FUND - EXPENDITURES								
TOTAL PAYROLL	295,600.50	222,984.47	250,517.40	206,414.45	201,599.00	180,011.47	105,006.69	256,635.78
CONTRACT LABOR			20,000.00	-	-	-	-	-
NORRIS RETIREMENT	20,160.00	20,160.00	20,160.00	20,160.00	20,160.00	20,160.00	11,760.00	20,160.00
WORK COMP	5,162.00	5,252.50	3,736.00	3,736.00	3,220.00	5,259.74	3,068.18	3,314.00
OFFICE SUPPLIES	459.92	244.62	300.00	181.35	320.00	110.25	64.31	350.00
OPERATING SUPPLIES	17,287.67	17,240.63	17,050.00	9,250.99	10,950.00	16,319.04	9,519.44	11,052.00
POSTAGE	4,436.38	3,867.17	4,900.00	4,243.98	3,925.00	6,827.04	3,982.44	3,925.00
LEGAL & ENGINEERING SERVICES	15,566.77	1,798.52	7,500.00	3,776.50	500.00	9,806.14	5,720.25	28,075.00
AUDIT	18,772.49	11,280.00	11,280.00	11,520.00	11,000.00	-	-	12,500.00
REPAIRS & MAINTENANCE	427,346.16	123,639.76	202,940.00	95,982.04	194,656.00	81,706.89	47,662.35	227,750.00
VEHICLE EXPENSE	8,558.29	8,468.46	10,000.00	7,938.23	6,219.00	21,489.02	12,535.26	8,370.00
RENTALS	-	-	2,500.00	-	-	-	-	-
SHOP EXPENSE	5,311.76	3,578.34	4,250.00	3,616.55	3,305.00	6,421.63	3,745.95	1,950.00
TRAVEL & MEETINGS	1,102.72	1,129.33	3,500.00	31.67	1,957.00	1,864.05	1,087.36	1,200.00
INSURANCE & BONDS	19,016.73	20,586.28	20,065.00	20,980.22	23,508.00	40,973.55	23,901.24	27,550.00
UTILITIES	20,766.47	25,190.96	25,000.00	30,925.74	27,325.00	29,238.15	17,055.59	29,850.00
TELEPHONE	3,741.43	4,130.24	4,175.00	4,467.93	4,200.00	5,101.47	2,975.86	5,370.00
PUBLISHING & ADS	651.22	11.67	710.00	178.35	179.00	243.12	141.82	200.00
DUES & SUBSCRIPTIONS	137.50	1,835.00	1,850.00	1,849.06	1,855.00	31,127.14	18,157.50	20,670.00
FEES & PERMITS	5,261.61	10,520.71	8,500.00	11,280.75	11,661.00	23,465.74	13,688.35	12,000.00
DATA PROCESSING	8,850.66	10,272.19	7,980.00	11,725.90	13,656.00	11,035.75	6,437.52	38,030.00
MISCELLANEOUS	(2,118.00)	-	-	-	-	-	-	-
WRITEOFF-UNCOLLECTABLE	-	-	250.00	-	200.00	-	-	200.00
CONTRACT SERVICES	-	-	-	-	-	2,228.57	1,300.00	-
WATER POWER AUTHORITY LOAN	181,155.68	164,325.91	183,500.00	171,095.53	191,222.00	298,007.85	173,837.91	191,225.00
DRINKING WATER REVOLVING FUNDS	23,343.40	23,343.40	23,350.00	23,343.40	24,054.00	20,008.63	11,671.70	24,055.00
FCNB INTERIM FINANCING	-	2.15	25.00	-	10.00	-	-	-
DEBT SERVICE	(154,842.40)	(156,559.41)	-	(142,892.96)	-	-	-	-
CAPITAL OUTLAY	3,152.97	-	32,936.00	-	150,000.00	10,457.14	6,100.00	851,440.00
PASS THRU	25,587.08	24,219.34	24,274.00	25,605.31	37,499.00	30,646.90	17,877.36	29,476.22
GRANT PROJECTS	-	-	-	7,653.01	-	34,864.29	20,337.50	-
TRANSFER IN - (OUT)	-	(8,091.13)	10,064.00	7,000.00	-	-	-	-
DEPRECIATION	297,926.07	311,326.92	-	325,068.24	318,698.00	-	-	-
WATER EXPENDITURES	1,252,395.08	850,758.03	901,312.40	865,132.24	1,261,878.00		517,634.58	1,805,348.00
	(343,765.02)	26,168.56	-	53,986.43	(0.00)		274,437.28	0.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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WATER FUND - SUMMARY								
WATER BEGINNING RESERVE	1,517,239.79	105,497.77	166,873.33	166,873.33	329,644.94		329,644.94	604,082.22
WATER INCOME	908,630.06	876,926.59	901,312.40	919,118.67	1,261,878.00		792,071.86	1,805,348.00
WATER EXPENSE	1,252,395.08	850,758.03	901,312.40	865,132.24	1,261,878.00		517,634.58	1,805,348.00
NET CHANGE	(1,411,742.02)	61,375.56	-	53,986.43	(0.00)		274,437.28	(285,500.00)
AUDIT ADJUSTMENT	(1,067,977.00)	35,207.00						(285,500.00)
WATER ENDING RESERVE	105,497.77	166,873.33	166,873.33	220,859.76	329,644.94		604,082.22	318,582.22
AVAILABLE RESOURCES	105,497.77	166,873.33	166,873.33	220,859.76	329,644.94		604,082.22	318,582.22
SOURCE (USE) OF FUNDS								
LESS CLASSIFIED FUND BALANCE								
RESTRICTED								
COMMITTED								
DEPRICIATION				(325,068.24)	(318,698.00)			
DEBT RESERVE (3MO)	313,098.77	212,689.51	225,328.10	216,283.06	315,469.50			451,337.00
10% DEBT PAYMENT RES								
ASSIGNED								
TOTAL CLASSIFIED FUND BAL	313,098.77	212,689.51	225,328.10	(108,785.18)	(3,228.50)			451,337.00
UNASSIGNED FUND BAL	(207,601.00)	(45,816.18)	(58,454.77)	329,644.94	332,873.44			(132,754.78)
EST UNASSIGNED	125,239.51	85,075.80	90,131.24	86,513.22	126,187.80			180,534.80
	313,098.77	212,689.51	225,328.10	216,283.06	315,469.50			451,337.00
	626,197.54	425,379.02	450,656.20	432,566.12	630,939.00			902,674.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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SEWER FUND -INCOME								
SEWER CHARGES - RECEIVED	463,911.07	470,801.66	478,450.00	531,364.63	537,996.00	530,682.74	309,564.93	536,856.00
INCREASE			54,156.00	-	-	-	-	
SEWER TAPS	15,000.00	48,500.00	15,000.00	42,500.00	15,000.00	5,142.86	3,000.00	
INTEREST	12,775.53	14,736.93	15,800.00	4,588.81	4,600.00	546.48	318.78	5,000.00
GRANT REVENUE	9,877.61	25,996.89		53,587.50		-	-	
MISCELLANEOUS REVENUE				2,172.00		-	-	
SANITATION INCOME	501,564.21	560,035.48	563,406.00	634,212.94	557,596.00		312,883.71	541,856.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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SEWER FUND - EXPENDITURES								
TOTAL PAYROLL	130,748.69	156,541.99	133,336.50	115,124.36	171,264.00	152,054.93	88,698.71	180,666.31
CONTRACT LABOR			20,000.00	-	-	-	-	-
WORK COMP	1,677.00	1,452.50	961.00	961.00	947.00	1,546.30	902.01	975.00
OFFICE SUPPLIES	383.74	165.98	300.00	161.89	166.00	-	-	250.00
OPERATING SUPPLIES	34,584.34	9,365.75	15,380.00	10,045.96	8,863.00	19,873.68	11,592.98	8,850.00
POSTAGE	2,851.67	2,268.18	2,100.00	2,124.83	2,250.00	2,666.54	1,555.48	2,325.00
LEGAL & ENGINEERING SERV	57,991.76	59,257.32	19,400.00	28,575.90	-	-	-	1,500.00
AUDIT	10,065.00	3,525.00	3,525.00	3,600.00	4,500.00	-	-	4,500.00
REPAIRS & MAINTENANCE	24,966.15	77,574.78	98,585.00	126,314.74	48,862.00	68,987.54	40,242.73	59,100.00
VEHICLE EXPENSE	7,331.05	6,495.74	6,500.00	7,703.95	6,397.00	21,371.45	12,466.68	6,370.00
RENTALS	-	-	1,000.00	-	-	-	-	-
SHOP EXPENSE	3,815.30	2,573.71	3,000.00	2,815.38	3,174.00	5,140.82	2,998.81	3,265.00
TRAVEL & MEETINGS	681.72	-	2,000.00	31.67	2,307.00	749.85	437.41	2,150.00
INSURANCE & BONDS	6,901.35	6,994.88	6,545.00	7,947.55	8,816.00	14,952.98	8,722.57	11,425.00
UTILITIES	36,172.25	34,735.34	34,000.00	31,325.31	35,151.00	32,353.37	18,872.80	35,345.00
TELEPHONE	1,648.95	1,538.15	1,600.00	1,577.91	1,681.00	1,936.49	1,129.62	2,100.00
PUBLISHING & ADS	17.66	204.97	500.00	69.08	-	66.17	38.60	120.00
DUES & SUBSCRIPTIONS	137.50	-	150.00	137.50	438.00	958.11	558.90	140.00
FEES & PERMITS	10,099.72	6,436.85	10,100.00	6,827.55	7,319.00	5,341.65	3,115.96	7,375.00
DATA PROCESSING	5,807.46	7,314.53	27,855.00	13,716.46	19,027.00	10,967.93	6,397.96	11,435.00
WRITEOFF-UNCOLLECTABLE			250.00	-	150.00	-	-	200.00
GAGING STATION	3,855.00	2,621.00	3,900.00	3,935.00	4,089.00	2,178.86	1,271.00	4,100.00
RURAL DEVELOPMENT/AMKO	101,042.00	101,042.00	102,500.00	-	107,983.00	-	-	150,000.00
AMKO ISSUANCE COSTS				75,050.00				
DEBT SERVICE	(29,282.22)	(57,378.48)	-	55,529.51	-	128,142.86	74,750.00	-
CAPITAL OUTLAY		26,757.72	55,565.00	-	-	-	-	33,558.00
PASS THRU FUNDS	13,918.70	14,124.09	14,353.50	15,940.35	16,590.00	15,920.49	9,286.95	16,106.69
TRANSFER IN - (OUT)	-	(10,000.00)	-	7,000.00				
DEPRECIATION	102,114.99	102,114.99		108,906.00	107,622.00			
SEWER EXPENDITURES	527,529.78	555,726.99	563,406.00	625,421.90	557,596.00		283,339.17	541,856.00
	(25,965.57)	4,308.49	0.00	8,791.04	(0.00)		29,544.54	0.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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SEWER FUND - SUMMARY								
SEWER BEGINNING RESERVE	1,139,703.03	555,190.00	374,079.48	374,079.48	382,870.52		382,870.52	412,415.06
SEWER INCOME	501,564.21	560,035.48	563,406.00	634,212.94	557,596.00		312,883.71	541,856.00
SEWER EXPENSE	527,529.78	555,726.99	563,406.00	625,421.90	557,596.00		283,339.17	541,856.00
NET CHANGE	(584,513.03)	(181,110.52)	0.00	8,791.04	(0.00)		29,544.54	0.00
AUDIT ADJUSTMENT	(558,547.46)	(185,419.01)						
SEWER ENDING RESERVE	555,190.00	374,079.48	374,079.48	382,870.52	382,870.52		412,415.06	412,415.06
SOURCE (USE) OF FUNDS								
LESS CLASSIFIED FUND BALANCE								
RESTRICTED								
COMMITTED								
DEPRICIATION			102,000.00	102,000.00	102,000.00		102,004.00	102,000.00
DEBT RESERVE (3MO)	131,882.45	138,931.75	140,851.50	156,355.48	139,399.00		70,834.79	135,464.00
10% DEBT PAYMENT RES	101,040.00	101,040.00	101,040.00	101,040.00	101,040.00		101,040.00	101,040.00
ASSIGNED								
TOTAL CLASSIFIED FUND BAL	232,922.45	239,971.75	343,891.50	359,395.48	342,439.00		273,878.79	338,504.00
UNASSIGNED FUND BAL	322,267.56	134,107.73	30,187.98	23,475.05	40,431.52		138,536.27	73,911.06
EST UNASSIGNED	52,752.98	55,572.70	56,340.60	62,542.19	55,759.60		28,333.92	54,185.60
	131,882.45	138,931.75	140,851.50	156,355.48	139,399.00		70,834.79	135,464.00
	263,764.89	277,863.50	281,703.00	312,710.95	278,798.00		141,669.59	270,928.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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TRASH FUND - INCOME								
GARBAGE FEES - RECEIVED	210,111.66	216,435.34	216,000.00	220,172.59	218,880.00	252,551.16	168,367.44	254,340.00
INCREASE	-	-	-	-	38,892.00	-	-	-
SALES & SERVICE	1,785.00	1,291.00	-	1,152.00	1,300.00	10,623.46	6,197.02	10,000.00
RESERVE	-	-	27,780.00	-	-	-	-	18,760.00
INCOME	211,896.66	217,726.34	243,780.00	221,324.59	259,072.00		174,564.46	283,100.00

TRASH FUND - EXPENDITURES								
TOTAL PAYROLL	86,325.42	101,350.21	149,900.00	132,015.71	162,428.00	152,934.07	89,211.54	175,313.19
CONTRACT LABOR	1,635.00	3,250.00	-	-	-	-	-	0.61
WORK COMP	7,718.00	4,672.50	3,561.00	3,561.00	6,057.00	9,895.41	5,772.32	6,235.00
OFFICE SUPPLIES	347.71	165.98	250.00	157.00	202.00	-	-	160.00
OPERATING SUPPLIES	1,304.01	1,303.98	1,275.00	1,113.04	1,145.00	787.42	459.33	1,145.00
POSTAGE	1,063.38	1,240.65	1,000.00	1,029.15	876.00	1,771.27	1,033.24	1,541.00
LEGAL SERVICES	-	-	390.00	-	-	-	-	-
AUDIT	10,065.00	3,525.00	3,525.00	3,600.00	4,500.00	7,714.29	4,500.00	4,500.00
REPAIRS & MAINTENANCE	99.72	-	1,525.00	1,287.98	106.00	-	-	1,625.00
VEHICLE EXPENSE	12,454.01	12,034.97	13,550.00	7,859.04	7,929.00	11,849.62	6,912.28	11,730.00
SHOP EXPENSE	724.78	1,137.14	1,400.00	607.74	681.00	1,205.74	703.35	1,100.00
TRAVEL & MEETINGS	-	1,536.88	1,550.00	-	520.00	-	-	-
INSURANCE & BONDS	4,191.85	3,978.52	4,324.00	6,336.27	4,985.00	9,894.91	5,772.03	6,695.00
UTILITIES	2,854.96	1,972.02	1,900.00	3,037.21	1,576.00	2,693.16	1,571.01	2,856.00
TELEPHONE	177.62	479.28	500.00	569.82	543.00	748.87	436.84	700.00
PUBLISHING & ADS	36.64	11.68	150.00	-	35.00	66.17	38.60	39.00
DATA PROCESSING	2,271.19	1,366.17	1,450.00	2,542.84	2,172.00	2,612.33	1,523.86	2,680.00
WRITEOFF-UNCOLLECTABLE	-	-	250.00	-	270.00	-	-	-
LANDFILL FEES	33,624.00	34,842.00	33,000.00	33,053.50	37,868.00	39,986.14	23,325.25	35,000.00
CLEAN-UP DAY	600.00	8,125.00	6,300.00	-	1,800.00	5,324.66	3,106.05	3,000.00
CAPITAL OUTLAY	-	-	6,500.00	-	-	-	-	3,500.00
PASS THRU FUNDS	6,304.17	6,493.10	6,480.00	6,604.92	7,733.00	7,580.69	4,422.07	7,630.20
TRANSFER	-	(10,000.00)	-	-	-	-	-	-
DEPRECIATION	-	5,882.00	5,000.00	17,646.00	17,646.00	-	-	17,650.00
TRASH EXPENDITURES	171,797.46	183,367.08	243,780.00	221,021.22	259,072.00		148,787.77	283,100.00
	40,099.20	34,359.26	(0.00)	303.37	0.00		25,776.69	0.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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GARBAGE BEGINNING RESERVE	208,538.28	248,637.48	112,419.74	112,419.74	112,723.11		112,723.11	138,499.80
GARBAGE INCOME	211,896.66	217,726.34	243,780.00	221,324.59	259,072.00		174,564.46	283,100.00
GARBAGE EXPENSE	171,797.46	183,367.08	243,780.00	221,021.22	259,072.00		148,787.77	283,100.00
AUDIT ADJUSTMENT		(170,577.00)						(18,760.00)
NET CHANGE	40,099.20	(136,217.74)	(0.00)	303.37	0.00		25,776.69	(18,760.00)
GARBAGE ENDING RESERVE	248,637.48	112,419.74	112,419.74	112,723.11	112,723.11		138,499.80	119,739.80
CAPITAL PURCHASES								
TOTAL CLASSIFIED FUND BAL	-	-	-	-	-		-	-
UNASSIGNED FUND BAL	248,637.48	112,419.74	112,419.74	112,723.11	112,723.11		138,499.80	119,739.80
EST UNASSIGNED	17,179.75	18,336.71	24,378.00	22,102.12	25,907.20		14,878.78	28,310.00
	42,949.37	45,841.77	60,945.00	55,255.31	64,768.00		37,196.94	70,775.00
	85,898.73	91,683.54	121,890.00	110,510.61	129,536.00		74,393.89	141,550.00

ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 BUDGET	2020 ACTUAL	2021 BUDGET	8 7 ANNUALIZED	2021 ACTUAL	2022 BUDGET
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BUDGET 2022-OVERALL SUMMARY								
BEGINNING RESERVE	3,479,500.68	1,658,917.21	1,641,069.35	1,702,276.86	1,828,754.68		1,828,754.68	1,828,754.68
INCOME	2,712,449.83	2,992,118.90	3,607,198.65	3,167,118.98	4,557,460.21		2,272,470.44	5,845,910.63
EXPENSE	2,906,508.84	2,627,971.24	3,607,198.65	3,040,641.16	4,516,769.46		1,653,751.70	5,797,910.62
ADJUSTMENT/RESERVES USED	(1,626,524.46)	(320,788.01)	-	-	-		-	(392,510.00)
NET CHANGE	(1,820,583.47)	43,359.65	0.00	126,477.82	40,690.75		618,718.74	(344,509.99)
ENDING RESERVE	1,658,917.21	1,702,276.86	1,641,069.35	1,828,754.68	1,869,445.43		2,447,473.42	1,484,244.69

AGENDA SUMMARY FORM

	Roll Call		
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

October 22, 2021

AGENDA SUMMARY FORM

	Approval of Agenda		
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

October 22, 2021

AGENDA SUMMARY FORM

	Announcements		
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

October 22, 2021

AGENDA SUMMARY FORM



DOLA Northwest Regional Manager - Dana Hlavac

Summary:

Introduction to the board by DOLA Northwestern Regional Manager Dana Hlavac.

Notes:

Mr. Dana Hlavac started as DOLA's new Northwestern Regional Manager on July 26th.

He served as a Captain in the United States Army and subsequently operated his own two state law practices, served as a Deputy and Assistant District Attorney as well as a Chief Public Defender in Southeastern Colorado, before transitioning into government management. As a government manager he has served as a Development Services Administrator, Deputy County Manager, City Manager, Interim Finance Director, Interim Budget Manager, and Court Administrator for the City of Las Vegas (NV) Municipal Court.

Mr. Hlavac has served as an Advisory Council Regional Representative for the National Criminal Justice Association, is a Credentialed Manager with the International City/County Management Association as well as a Certified Public Manager and has served on several statewide legislative joint study committees in addition to being an authorized government lobbyist for a decade.

Dana received an undergraduate degree in social geography from Syracuse University and a Juris Doctorate from the University of Denver. He has also attended advanced certification programs in government administration at Arizona State University and the University of Arizona in addition to attending the Senior Executives in State and Local Government program at the John F. Kennedy School of Government at Harvard University.

He is married with three adult children and enjoys movies, golf, racquetball and home improvement projects in his spare time.

AGENDA SUMMARY FORM

	Visitor's & Guests		
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

October 22, 2021

AGENDA SUMMARY FORM



Administrator's Report
 Public Works & Utilities Report
 Police Report
 Finance Report
 Attorney Report

Summary:

Notes:

VW – verbal warning
 WW – written warning
 CIT - citation
 CAA – clear adult arrest
 UTL – unable to locate
 UNF - unfounded

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Trustee Bear:	Trustee Budinger:	Trustee Johnson:
Trustee Knutson:	Trustee Meck: :	Trustee Pattison:	Mayor Bachran:

“Leadership is not about titles, positions, or flow charts. It is about one life influencing another.” — John C. Maxwell

Administrators Report for October 26, 2021

Please note: This report is not a comprehensive list of all projects but acts as a highlight for included packet documents, ongoing, and upcoming projects.

Previous Meeting Follow-Up:

- 1a.** The approved comment letter for the GMUG was submitted 10/20/21.
- 2a.** Staff has been unable to locate an ordinance or resolution regarding chain of command in extended absence of Administrator.
- 3a.** Trustee Pattison requested the Board review a social media statement regarding why Trustees do not respond/post on discussions on social media. This statement is scheduled for the 11/23/21 meeting.
- 4a.** Continued discussion regarding the Town Treasurer will be on the 11/9/21 agenda.

At the 9/14/2021 meeting Public Works Director Loberg received criticism regarding the \$14,622.08 disbursement to Stripe A Lot for street striping and cross walk installation. The assumption was made at the meeting that staff operated outside the estimate requirement via purchasing policy.

This is inaccurate.

Staff scheduled for street striping on Samuel Wade Road to 3rd Street and up the southside of Grand Avenue from 3rd to 1st Street, along with restriping for two crosswalks on 2nd Street and Grand Avenue to replace crosswalks removed during street project in 2020. The total cost was under the \$5,000 threshold, coming to a total of \$4,998.08. At regularly scheduled Board meetings, following agreeing to and requesting schedule time with Stripe a Lot, the Board of Trustees directed staff to include an additional 5 crosswalks at the cornets of 2nd Street and Main Avenue and the eastside of Grand Avenue running across 4th Street. The additional materials, mobilization and installation of the Board directed crosswalks caused the purchasing policy overage, not Town staff.

Updates:

- 1b.** Town attorney Nerlin is absent at this meeting so no attorney’s report will be provided.
- 2b.** The bid opening for the pedestrian bridge project with WSCC and The Nature Connection has been rescheduled to:

Date: November 4, 2021

Time: 2:00 P.M.

Place: 214 Grand Avenue, Paonia CO 81428 Community Room

From the desk of Corinne Ferguson
Town Administrator/Clerk

- 3b.** The DOLA CVRF unspent fund notification – due 11/12/21 – has been submitted.
- 4b.** Ty Long with RCAC is scheduled to attend a workshop with the Town 11/2/21 to present the cost-of-service analysis for the Water Fund.
- 5b.** Ty Long has offered to perform the same analysis for the Sewer fund following completion of the Water analysis.
- 6b.** We are scheduled with SGM to attend the November 9th Board meeting to present the Asset Inventory and GIS Mapping.
- 7b.** The Planning Commission and Board of Adjustment/Appeals have been sent the agenda and invite to the DOLA training 10/28/21.
- 8b.** I have requested information regarding costs/time necessary to confirm Town water rights to springs.
- 9b.** The CVRF funded business grants have been advertised via PSA to KVNF, on Town website, on social media, at Town Hall, and in ads in both High Country Shopper and DCI. Closing date is November 24th.
- 10b.** All water meters except consecutive systems were averaged for the November billing cycle due to a trans receiver fail in the remote ready system. This should be corrected prior to the November cycle.
- 11b.** The raw water meter for the Filtertech system has been delivered and will be installed as soon as time permits.
- 12b.** The ARPA deadline for first reporting has been extended to April 30, 2022.

Upcoming – No Date Confirmed, Not in Order of Importance:

- 1.** Electronic Billing.
- 2.** Shared building department – data has been provided to City of Delta and we continue to work on a proposal for Board review. As of 10/21 – no update.
- 3.** Building Code Ordinance Update to 2018 Code – With Attorney for completion of draft codification ordinance.

From the desk of Corinne Ferguson
Town Administrator/Clerk

4. Non-conforming ADU Update - Staff continues to walk each street in the Town to compile lists of locations with outbuildings, then researches permit – if applicable – to determine use. This is an ongoing project, as time permits – which was the Board direction at the time of request.

5. In 2022 a geology class from Colorado Rocky Mountain School will be coming to Paonia to conduct a geothermal study. This will combine on-site analysis with research of the geologic literature and geologic map analysis of the area to develop a consultant report for the town regarding the geothermal potential for developing any hot springs in the area. A CRMS Alumni with a PhD in geology, who is currently consulting on how to clean up oil spills in the Gulf of Mexico and participated on Deep Water Horizon cleanup will be working with the class on this project. What an asset at no cost to the Town.

Finance Report as of 10/22/21 presented at the 10/26/21 meeting:

Monthly:

Payroll has been completed, reviewed, and released.

Bank accounts through 8/31/2021 have been reconciled and reviewed.

Chase credit card bill for 9/24/21 – 10/23/21 is attached.

Norris Retirement is pending with an effective date of 10/26/21.

Banking:

Bank Balances provided on the Disbursement Report as of 10/22/21.

Working with the bank to extend the LOC-Matured 9/05/21.

Required Filings:

Nothing to report

Year-End:

No changes to report

Audit:

No changes to report

Budget:

DRAFT Budget was presented at the 10/12/2021 meeting. To date we have not received any comments from trustee or the public.

Other (Continued):

Stop N Save will be ending the on-account program and will be switching to a Fleet Card Account program. Application has been submitted and being processed.

The Fund Balance and Financial Policy was reviewed by the board at the 5/25/21 meeting with suggested changes. Changes are in process.

Process and handling of Marijuana fee revenue.

Other (New):

Training of the new Finance Clerk – Ongoing.

ClearGov – The requested changes have been made for 2020 Budget and Actual, 2021 Budget and Actual and 2022 Budget.

ClearGov – Transparency training has been completed and data is being compiled to submit.

OTHER TO DO ITEMS:

PTO still needs reviewed regarding the new mandated requirements created from the Family Act. Finance Committee started discussion at the 3/10/21. There was further discussion at the 3/24/21 meeting. Dave Knutson has provided link to changes and required timeline that are expected by the new mandated regulations. Further review and timeline determination continues.

GRANT UPDATES:

Current Grants:

ARP-received \$184,616.40.

2020 Grants:

Balance available till 12/31/2021 is \$16,024.38 + \$169.20.

Tier I Grant from DOLA for Asset Inventory and Mapping Total Grant amount \$48,629.00 + Town match \$48,629.00 -submitted through 5/31/2021. Invoices paid to date: \$1,027.25 + 1,556.00. Remaining amount is \$15,067.45.

CDOT Grant for Revitalizing Main Street – Revised Inv#2 for \$4,303.59, Inv#3 for \$5997.72, and Inv#4 for \$11,409.42 were submitted and accepted on 3/17/21. Invoices paid to date = \$20,177.60. Remaining = \$5,322.31.

GOCO Park, Recreation, and Trails Master Plan (Completion Date = 09/26/2021). Submission pending. Invoice paid to date: \$5,128.50 + 13,850.59 + \$15,817.15 = \$34,796.24. Remaining = \$41,023.84.

Please note: This report is not a comprehensive list of all projects but acts as a highlight of included packet documents, ongoing, and upcoming projects.

TOWN OF PAONIA
SCHEDULE OF FINDINGS
YEAR ENDED DECEMBER 31, 2020

Internal Control Findings

Significant Adjustments

- Adjustments to the government wide accounts to properly recognize pension activity in the statements of net position and activities.
- An adjustment to properly recognize grant revenue in the governmental funds.

Material Weakness-a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement will not be prevented, or detected and corrected, on a timely basis

- There were adjustments for the pension's balances in the current year, though the finance department made improvements in assisting in updating those schedules in the current year.
- There was an adjustment for revenues that fell out of the period of availability in the governmental funds. Management should review the revenue recognition requirements under the modified accrual basis of accounting.

Significant deficiency-less severe than a material weakness, yet important enough to merit attention by those charged with governance.

- A properly designed and implemented internal control system includes the tools and ability to prepare financial statements and footnotes in accordance with generally accepted accounting principles. Town accounting personnel currently do not possess these skills. We are happy to provide the tools and training for them to acquire these skills in the future.

Significant Adjustments

- Adjustments to the government wide accounts to properly recognize pension activity in the statements of net position and activities.

Status: Correction in progress.

Criteria: Management is responsible for establishing and maintaining effective internal controls over financial reporting. Effective internal controls are an important component of a system that helps ensure transactions are recorded timely and in the proper reporting period, thereby providing accurate financial data. Specifically, the Town should have controls in place to ensure the Town's FPPA pension activities are properly recorded in the financial statements annually.

Condition: The original FPPA reports provided were inaccurate requiring follow up to obtain sufficient reports to substantiate the year-end FPPA balances which identified the need for audit adjustments to correct the balance originally recorded by the Town.

Corrective Action: We agree with the finding. The Finance department will create a policy to standardize the date and timing of the FPPA reports creation. The department will work closely with FPPA to receive an accurate reporting amount. The Finance department will continue to benefit from all the hard work done in 2020 to improve the reporting in Caselle to further improve the reporting.

Person(s) Responsible for Implementation: Cindy Jones, Finance Director

Implementation Date: December 31, 2021

Significant Adjustments

- An adjustment to properly recognize grant revenue in the governmental funds.

Status: Correction in progress.

Criteria: Management is responsible for establishing and maintaining effective internal controls over financial reporting. Effective internal controls are an important component of a system that helps ensure transactions are recorded timely and in the proper reporting period, thereby providing accurate financial data. Specifically, the Town should have controls in place to ensure the Town's grant revenues are properly recorded and updated within the Town's software (Caselle).

Condition: Grant revenue was recorded as Accounts Receivable as the Town expected to receive the revenue from the granting agencies within the described period of time (90 days). However, due to unforeseen circumstances the Town didn't receive the Grant revenue within the 90 days. Therefore, the Grant revenue had to be reclassified as Deferred Grant Revenue.

Corrective Action: We agree with the finding. The Finance department will create a policy to standardize grant revenue request to and submission timing to ensure receipt of Grant revenue in the 90-day period.

Person(s) Responsible for Implementation: Cindy Jones, Finance Director

Implementation Date: December 31, 2021

Material Weakness- a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement will not be prevented, or detected and corrected, on a timely basis

- There were adjustments for the pension's balances in the current year, though the finance department made improvements in assisting in updating those schedules in the current year.

Status: Correction in progress.

Criteria: Management is responsible for establishing and maintaining effective internal controls over financial reporting. Effective internal controls are an important component of a system that helps ensure transactions are recorded timely and in the proper reporting period, thereby providing accurate financial data. Specifically, the Town should have controls in place to ensure the Town's FPPA pension activities are properly recorded in the financial statements annually.

Condition: The original FPPA reports provided were inaccurate requiring follow up to obtain sufficient reports to substantiate the year-end FPPA balances which identified the need for audit adjustments to correct the balance originally recorded by the Town.

Corrective Action: We agree with the finding. The Finance department will create a policy to standardize the date and timing of the FPPA reports creation. The department will work closely with FPPA to receive an accurate reporting amount. The Finance department will continue to benefit from all the hard work done in 2020 to improve the reporting in Caselle to further improve the reporting.

Person(s) Responsible for Implementation: Cindy Jones, Finance Director

Implementation Date: December 31, 2021

- There was an adjustment for revenues that fell out of the period of availability in the governmental funds. Management should review the revenue recognition requirements under the modified accrual basis of accounting.

Status: Correction in progress.

Criteria: Management is responsible for establishing and maintaining effective internal controls over financial reporting. Effective internal controls are an important component of a system that helps ensure transactions are recorded timely and in the proper reporting period, thereby providing accurate financial data. Specifically, the Town should have controls in place to ensure the Town's grant revenues are properly recorded and updated within the Town's software (Caselle).

Condition: Grant revenue was recorded as Accounts Receivable as the Town expected to receive the revenue from the granting agencies within the prescribed period of time (90-days). However, due to unforeseen circumstances the Town didn't receive the Grant revenue within the 90-days. Therefore, the Grant revenue had to be reclassified as Deferred Grant Revenue during the audit.

Corrective Action: We agree with the finding. The Finance department will monitor grant revenue request to and submission timing to ensure receipt of Grant revenue in the 90-day period.

Person(s) Responsible for Implementation: Cindy Jones, Finance Director

Implementation Date: December 31, 2021

Significant deficiency-less severe than a material weakness, yet important enough to merit attention by those charged with governance.

- A properly designed and implemented internal control system includes the tools and ability to prepare financial statements and footnotes in accordance with generally accepted accounting principles. Town accounting personnel currently do not possess these skills. We are happy to provide the tools and training for them to acquire these skills in the future.

Status: Correction in progress.

Criteria: Management is responsible for establishing and maintaining effective internal controls includes the tools and ability to prepare financial statements and footnotes in accordance with generally accepted accounting principles.

Condition: Currently the Town provides the Audit team with a Trial Balance and relies on the Audit team to upload the Trial Balance into their software to create the financial statement and footnotes in accordance with generally accepted accounting principles.

Corrective Action: We agree with the finding. The Finance department shall pursue classes through CGFOA and GFOA on the preparation of governmental financial statement and footnotes. As well as obtain the tools and training from our Audit partners as offered.

Person(s) Responsible for Implementation: Cindy Jones, Finance Director

Implementation Date: December 31, 2021

DRAFT		2021			2021			2021		
AS OF:	8/31/2021	THE NUMBERS ARE SUBJECT TO CHANGE			CUR YTD	8	REMAINING	ORIG	67%	REMAINING
ACCT NO	DESCRIPTION	AUGUST	JULY	JUNE	ACTUAL	MO BUDGET	BUDGET	BUDGET	% OF	BUDGET
		ACTUAL	ACTUAL	ACTUAL	ACTUAL				BUDGET	BUDGET
ADMINISTRATION										
10-3101	PROPERTY TAXES	1,141.70	3,854.63	22,053.10	132,997.50	127,401.65	5,595.85	134,107.00	99.17%	(1,109.50)
10-3103	SALES TAX - TOWN	-	-	-	991.00	660.67	330.33	991.00	100.00%	-
10-3108	PENALTY & INTEREST	49.18	137.89	18.07	257.07	220.00	37.07	330.00	77.90%	(72.93)
10-3109	DELINQUENT TAX	-	-	1.10	14.26	20.00	(5.74)	30.00	47.53%	(15.74)
10-3110	ABATEMENTS	-	-	-	-	-	-	-	-	-
10-32-01	LIQUOR LICENSES	130.00	-	1,077.00	3,209.00	2,433.33	775.67	3,650.00	87.92%	(441.00)
12-32-04	SPECIAL REVIEWS	-	-	-	539.35	666.67	(127.32)	1,000.00	53.94%	(460.65)
10-35-04	INTEREST INCOME	271.69	4,994.28	453.25	6,604.57	6,933.33	(328.76)	10,400.00	63.51%	(3,795.43)
10-35-05	LATE CHARGES	584.00	729.00	474.00	4,920.00	1,666.67	3,253.33	2,500.00	196.80%	2,420.00
10-35-06	OTHER INCOME	-	-	45.00	45.00	-	45.00	-	-	45.00
10-35-15	REFUND OF EXPENDITURES	709.20	-	649.10	2,915.70	-	2,915.70	-	-	2,915.70
10-35-16	RESTITUTION	-	-	-	951.71	3,800.00	(2,848.29)	5,700.00	16.70%	(4,748.29)
10-35-20	GRANT REVENUE	-	3,686.58	13,192.37	16,878.95	-	16,878.95	-	-	16,878.95
		2,885.77	13,402.38	37,962.99	170,324.11	143,802.32	26,521.79	158,708.00	107.32%	11,616.11
10-41-01	MAYOR & TRUSTEES	-	-	1,800.00	3,600.00	4,800.00	1,200.00	7,200.00	50.00%	(3,600.00)
10-41-03	SALARIES & WAGES	1,290.02	793.14	1,086.28	7,788.94	12,174.35	4,385.41	18,261.52	42.65%	(10,472.58)
10-41-04	EMPLOYER FICA	77.99	47.93	176.36	687.09	1,048.31	361.22	1,572.47	43.69%	(885.38)
10-41-05	EMPLOYER MEDICARE	18.23	11.21	41.26	160.73	245.17	84.44	367.75	43.71%	(207.02)
10-41-06	UNEMPLOYMENT TAX	3.86	2.38	2.36	21.52	33.93	12.41	50.89	42.29%	(29.37)
10-41-07	INSURANCE BENEFITS	197.78	2.17	184.00	1,303.98	2,909.95	1,605.97	4,364.93	29.87%	(3,060.95)
10-41-08	PENSION BENEFITS	39.40	39.40	38.80	331.00	900.96	569.96	1,351.44	24.49%	(1,020.44)
10-41-10	WORKMENS COMPENSATION	-	-	-	123.90	87.33	(36.57)	131.00	94.58%	(7.10)
10-41-15	OFFICE SUPPLIES	413.44	82.60	146.69	2,141.36	2,624.67	483.31	3,937.00	54.39%	(1,795.64)
10-41-16	OPERATING SUPPLIES	64.83	46.70	76.85	366.63	480.67	114.04	721.00	50.85%	(354.37)
10-41-17	POSTAGE	2.20	-	17.00	301.64	300.00	(1.64)	450.00	67.03%	(148.36)
10-41-20	LEGAL SERVICES	4,570.66	4,056.32	3,417.12	31,128.74	34,106.67	2,977.93	51,160.00	60.85%	(20,031.26)
10-41-21	AUDIT & BUDGET EXPENSE	4,500.00	-	-	4,500.00	3,006.67	(1,493.33)	4,510.00	99.78%	(10.00)
10-41-25	TOWN HALL EXPENSE	739.57	1,401.42	1,001.30	7,670.56	7,788.67	118.11	11,683.00	65.66%	(4,012.44)
10-41-26	TRAVEL & MEETINGS	165.00	506.35	632.04	1,616.02	7,193.33	5,577.31	10,790.00	14.98%	(9,173.98)
10-41-27	INSURANCE & BONDS	-	-	-	4,072.88	2,510.67	(1,562.21)	3,766.00	108.15%	306.88
10-41-28	UTILITIES	1,125.93	347.79	264.81	3,705.33	2,936.67	(768.66)	4,405.00	84.12%	(699.67)
10-41-29	TELEPHONE	235.27	235.30	235.01	1,925.37	764.67	(1,160.70)	1,147.00	167.86%	778.37
10-41-30	PUBLISHING & ADS	263.87	-	1,043.31	3,604.17	1,000.00	(2,604.17)	1,500.00	240.28%	2,104.17
10-41-31	DUES & SUBSCRIPTIONS	-	1,150.00	445.00	7,219.69	6,468.67	(751.02)	9,703.00	74.41%	(2,483.31)
10-41-33	DATA PROCESSING	1,450.25	563.47	477.95	8,965.68	9,150.67	184.99	13,726.00	65.32%	(4,760.32)
10-41-43	CULTURAL EVENTS	-	-	-	-	566.67	566.67	850.00	0.00%	(850.00)
10-41-44	HUMAN SERVICES	-	-	-	3,950.00	2,833.33	(1,116.67)	4,250.00	92.94%	(300.00)
10-41-90	TREASURER'S FEE	25.19	84.47	467.94	2,826.04	1,873.33	(952.71)	2,810.00	100.57%	16.04
	MISCELLANEOUS	669.20	-	-	17,741.62	-	(17,741.62)	-	-	17,741.62
	TRANSFERS/GRANT EXP	-	2,583.25	6,057.75	28,968.00	-	(28,968.00)	-	-	28,968.00
		15,852.69	11,953.90	17,611.83	144,720.89	105,805.33	(38,915.56)	158,708.00	91.19%	(13,987.11)
		(12,966.92)	1,448.48	20,351.16	25,603.22	37,996.98	(12,393.76)	-	-	25,603.22
	BEGINNING RESERVE				12,936.79			12,936.79		12,936.79
	INCOME	2,885.77	13,402.38	37,962.99	170,324.11	143,802.32	26,521.79	158,708.00		11,616.11
	EXPENDITURE	15,852.69	11,953.90	17,611.83	144,720.89	105,805.33	(38,915.56)	158,708.00		(13,987.11)
	NET CHANGE	(12,966.92)	1,448.48	20,351.16	25,603.22	37,996.98	(12,393.76)	-		25,603.22
	ENDING RESERVE				38,540.01			12,936.79		38,540.01
	25% MIN RESERVE				36,180.22					
	NET AVAILABLE RESERVE				2,359.79					

DRAFT		2021 (IE NUMBERS ARE SUBJECT TO CHANGE)			2021	8		2021	67%	
AS OF:	8/31/2021	AUGUST	JULY	JUNE	CUR YTD	MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
ACCT NO	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL					
BUILDING										
12-31-03	SALES TAX - TOWN	-	-	-	1,194.00	796.00	398.00	1,194.00	0.00%	-
12-32-03	BUILDING PERMITS	50.00	4,153.10	4,374.10	18,200.65	20,000.00	(1,799.35)	30,000.00	60.67%	(11,799.35)
		50.00	4,153.10	4,374.10	19,394.65	20,796.00	(1,401.35)	31,194.00	62.17%	(11,799.35)
12-43-03	SALARIES & WAGES	139.51	138.49	136.98	1,167.58	1,196.73	29.15	1,795.09	65.04%	(627.51)
	CONTRACT LABOR	3,530.00	2,770.00	7,080.00	19,713.00	17,866.67	(1,846.33)	26,800.00	73.56%	(7,087.00)
12-43-04	EMPLOYER FICA	8.28	8.36	8.02	68.90	73.94	5.04	110.91	62.12%	(42.01)
12-43-05	EMPLOYER MEDICARE	1.94	1.96	1.88	16.15	17.29	1.14	25.94	62.26%	(9.79)
12-43-06	UNEMPLOYMENT TAX	0.42	0.42	0.42	3.57	3.58	0.01	5.37	66.48%	(1.80)
12-43-07	HEALTH INSURANCE	36.21	0.41	33.62	238.37	277.07	38.70	415.60	57.36%	(177.23)
12-43-08	PENSION	6.88	6.88	6.76	57.70	110.06	52.36	165.09	34.95%	(107.39)
12-43-10	WORKMENS COMPENSATION	-	-	-	16.20	12.00	(4.20)	18.00	90.00%	(1.80)
12-43-15	OFFICE SUPPLIES	-	-	12.85	12.85	331.33	318.48	497.00	2.59%	(484.15)
12-43-17	POSTAGE	-	-	-	-	33.33	33.33	50.00	0.00%	(50.00)
12-43-27	INSURANCE & BONDS	-	-	-	777.80	517.33	(260.47)	776.00	100.23%	1.80
12-43-31	DUES & SUBSCRIPTIONS	-	-	-	145.00	356.67	211.67	535.00	27.10%	(390.00)
		3,723.24	2,926.52	7,280.53	22,217.12	20,796.00	(1,421.12)	31,194.00	71.22%	(8,976.88)
		(3,673.24)	1,226.58	(2,906.43)	(2,822.47)	-	(2,822.47)	-		(2,822.47)
	BEGINNING RESERVE				2,000.00	2,000.00	2,000.00	2,000.00		2,000.00
	INCOME	50.00	4,153.10	4,374.10	19,394.65	20,796.00	(1,401.35)	31,194.00		(11,799.35)
	EXPENDITURE	3,723.24	2,926.52	7,280.53	22,217.12	20,796.00	(1,421.12)	31,194.00		(8,976.88)
	NET CHANGE	(3,673.24)	1,226.58	(2,906.43)	(2,822.47)	-	(2,822.47)	-		(2,822.47)
	ENDING RESERVE				(822.47)					(822.47)
	25% MIN RESERVE				5,554.28					
	NET AVAILABLE RESERVE				(6,376.75)					

AS OF: ACCT NO	DRAFT 8/31/2021 DESCRIPTION	2021 MONTHS ARE SUBJECT TO CH			2021 CUR YTD ACTUAL	8 MO BUDGET	REMAINING BUDGET	2021 ORIG BUDGET	67% % OF BUDGET	REMAINING BUDGET
		AUGUST ACTUAL	JULY ACTUAL	JUNE ACTUAL						
LAW ENFORCEMENT										
14-31-02	S.O. AUTO TAXES	2,342.74	2,120.90	1,812.50	15,781.03	12,666.67	3,114.36	19,000.00	83.06%	(3,218.97)
14-31-03	SALES TAX - TOWN	22,208.51	19,958.49	18,697.97	132,744.90	115,971.33	16,773.57	173,957.00	76.31%	(41,212.10)
14-31-04	SALES TAX - COUNTY	34,903.45	32,973.07	32,826.32	199,448.93	84,466.67	114,982.26	126,700.00	157.42%	72,748.93
		-	-	-		108,000.00	(108,000.00)	162,000.00	0.00%	(162,000.00)
14-31-06	CIGARETTE TAX	150.62	126.89	-	1,038.42	933.33	105.09	1,400.00	74.17%	(361.58)
14-32-06	VIN INSPECTIONS	170.00	120.00	135.00	1,285.00	770.00	515.00	1,155.00	111.26%	130.00
14-33-02	MOTOR VEHICLE - \$1.50	282.60	255.38	233.01	1,786.39	1,750.00	36.39	2,625.00	68.05%	(838.61)
14-33-03	MOTOR VEHICLE - \$2.50	402.50	327.50	337.50	2,595.00	2,480.00	115.00	3,720.00	69.76%	(1,125.00)
14-34-01	COURT FINES	25.00	-	19.75	767.25	266.67	500.58	400.00	191.81%	367.25
14-34-02	POLICE FINES	1,131.00	1,531.00	2,768.00	14,875.00	11,483.33	3,391.67	17,225.00	86.36%	(2,350.00)
14-34-03	MISCELLANEOUS FINES-BONDS	-	155.00	-	190.00	-	190.00	-	-	190.00
14-34-04	OTHER AGENCY SCHOOL (SRO)	-	-	1,404.00	9,165.00	-	9,165.00	-	-	9,165.00
14-34-05	DOG TAGS	-	10.00	25.00	200.00	200.00	-	300.00	66.67%	(100.00)
14-34-50	PD Grant	-	-	995.00	995.00	3,600.00	(2,605.00)	5,400.00	18.43%	(4,405.00)
		61,616.42	57,578.23	59,254.05	380,871.92	349,254.67	31,617.25	523,882.00	72.70%	(143,010.08)
14-42-01	SALARIES & WAGES	-	-	-	-	6,400.00	6,400.00	9,600.00	0.00%	(9,600.00)
14-42-02	JUDGE	525.00	525.00	525.00	4,200.00	6,400.00	2,200.00	9,600.00	43.75%	(5,400.00)
14-42-03	SALARIES & WAGES	21,344.38	22,464.06	21,333.32	199,619.09	213,689.85	14,070.76	320,534.77	62.28%	(120,915.68)
14-42-04	EMPLOYER FICA	144.65	138.52	136.11	1,153.73	846.45	(307.28)	1,269.67	90.87%	(115.94)
14-42-05	EMPLOYER MEDICARE	303.34	326.39	302.46	2,832.40	3,114.43	282.03	4,671.64	60.63%	(1,839.24)
14-42-06	UNEMPLOYMENT TAX	65.63	68.98	65.58	611.56	644.37	32.81	966.55	63.27%	(354.99)
14-42-07	INSURANCE BENEFITS	1,933.30	1.54	1,853.53	14,880.15	32,422.11	17,541.96	48,633.17	30.60%	(33,753.02)
	PENSION BENEFITS	462.64	461.28	461.12	3,766.87	-	(3,766.87)	-	-	3,766.87
14-42-10	WORKMENS COMPENSATION	-	-	-	8,972.49	6,276.67	(2,695.82)	9,415.00	95.30%	(442.51)
14-42-11	FPPA PENSION	1,594.60	1,588.82	1,588.14	14,374.51	16,324.53	1,950.02	24,486.80	58.70%	(10,112.29)
14-42-12	FPPA D & D	562.80	560.76	560.52	5,073.36	5,761.60	688.24	8,642.40	58.70%	(3,569.04)
14-42-15	OFFICE SUPPLES	-	31.74	292.46	511.02	873.33	362.31	1,310.00	39.01%	(798.98)
14-42-16	OPERATING SUPPLIES	89.14	474.62	1,993.74	3,622.61	7,635.33	4,012.72	11,453.00	31.63%	(7,830.39)
14-42-17	POSTAGE	5.38	14.85	18.90	129.57	156.67	27.10	235.00	55.14%	(105.43)
14-42-20	LEGAL SERVICES	-	-	-	-	1,666.67	1,666.67	2,500.00	0.00%	(2,500.00)
14-42-22	REPAIRS & MAINTENANCE	-	-	-	-	240.00	240.00	360.00	0.00%	(360.00)
14-42-23	VEHICLE EXPENSE	663.34	1,095.43	2,749.30	9,640.87	7,023.33	(2,617.54)	10,535.00	91.51%	(894.13)
14-42-26	TRAVEL & MEETINGS	47.01	4,740.65	-	7,258.03	6,333.33	(924.70)	9,500.00	76.40%	(2,241.97)
14-42-27	INSURANCE & BONDS	-	-	-	22,658.51	14,810.67	(7,847.84)	22,216.00	101.99%	442.51
14-42-28	UTILITIES	176.27	132.65	89.01	1,210.71	1,200.00	(10.71)	1,800.00	67.26%	(589.29)
14-42-29	TELEPHONE	399.97	400.40	595.28	3,373.27	2,176.67	(1,196.60)	3,265.00	103.32%	108.27
14-42-30	PUBLISHING & ADS	-	20.00	130.35	200.75	69.33	(131.42)	104.00	193.03%	96.75
14-42-31	DUES & SUBSCRIPTIONS	-	-	-	1,769.08	4,033.33	2,264.25	6,050.00	29.24%	(4,280.92)
14-42-33	Data Processing	-	488.12	-	13,851.90	16,822.67	2,970.77	25,234.00	54.89%	(11,382.10)
14-42-43	HUMAN SERVICES	-	-	-	400.00	733.33	333.33	1,100.00	36.36%	(700.00)
		28,317.45	33,533.81	32,694.82	320,110.48	355,654.67	35,544.19	533,482.00	60.00%	(213,371.52)
		33,298.97	24,044.42	26,559.23	60,761.44	(6,400.00)	67,161.44	(9,600.00)		70,361.44
	BEGINNING RESERVE				156,386.99	156,386.99	156,386.99	156,386.99		156,386.99
	INCOME	61,616.42	57,578.23	59,254.05	380,871.92	349,254.67	31,617.25	523,882.00		(143,010.08)
	EXPENDITURE	28,317.45	33,533.81	32,694.82	320,110.48	355,654.67	35,544.19	533,482.00		(213,371.52)
	NET CHANGE	33,298.97	24,044.42	26,559.23	60,761.44	(6,400.00)	67,161.44	(9,600.00)		70,361.44
	ENDING RESERVE				217,148.43	149,986.99	223,548.43	146,786.99		226,748.43
	25% MIN RESERVE				95,217.98					
	NET AVAILABLE RESERVE				(251,604.97)					

AS OF: ACCT NO	DRAFT 8/31/2021 DESCRIPTION	2021 (E NUMBERS ARE SUBJECT TO CHANGE)			2021	8	REMAINING	2021	67%	REMAINING
		AUGUST ACTUAL	JULY ACTUAL	JUNE ACTUAL	CUR YTD ACTUAL			MO BUDGET	BUDGET	
PARKS										
16-31-03	SALES TAX-TOWN	-	19,958.50	18,697.98	74,260.12	93,754.59	(19,494.47)	140,631.88	52.80%	(66,371.76)
16-33-07	SEVERANCE TAX	-	-	-	-	3,333.33	(3,333.33)	5,000.00	0.00%	(5,000.00)
16-33-08	MINERAL LEASING	-	-	-	-	2,616.67	(2,616.67)	3,925.00	0.00%	(3,925.00)
16-35-01	RENTS & ROYALTIES	80.00	-	1,490.00	4,310.08	6,281.33	(1,971.25)	9,422.00	45.74%	(5,111.92)
16-35-09	PARK CONTRIBUTIONS	-	-	325.00	5,725.00	446.67	5,278.33	670.00		5,055.00
16-35-10	OTHER AGENCY CONT RESERVES	-	25.00	-	25.00	6,000.00	(5,975.00)	9,000.00	0.28%	(8,975.00)
		-	-	-	-	10,000.00	(10,000.00)	15,000.00	0.00%	(15,000.00)
		80.00	19,983.50	20,512.98	84,320.20	122,432.59	(38,112.39)	183,648.88	45.91%	(99,328.68)
16-46-03	SALARIES & WAGES	3,813.36	3,917.07	3,694.60	29,682.01	34,105.50	4,423.49	51,158.25	58.02%	(21,476.24)
16-46-04	EMPLOYER FICA	227.31	238.40	220.64	1,775.80	2,065.08	289.28	3,097.62	57.33%	(1,321.82)
16-46-05	EMPLOYER MEDICARE	53.18	55.76	51.62	415.48	482.96	67.48	724.44	57.35%	(308.96)
16-46-06	UNEMPLOYMENT TAX	11.41	11.77	11.08	88.56	99.92	11.36	149.88	59.09%	(61.32)
16-46-07	INSURANCE BENEFITS	629.69	4.86	600.52	4,236.93	7,384.89	3,147.96	11,077.33	38.25%	(6,840.40)
16-46-08	PENSION BENEFITS	149.26	149.26	149.23	1,256.97	2,256.91	999.94	3,385.36	37.13%	(2,128.39)
16-46-10	WORKMENS COMPENSATION	-	-	-	1,684.90	1,178.67	(506.23)	1,768.00	95.30%	(83.10)
16-46-15	OFFICE SUPPLIES	-	-	-	-	24.67	24.67	37.00	0.00%	(37.00)
16-46-16	OPERATING SUPPLIES	243.19	1,119.59	1,311.91	3,768.31	4,360.00	591.69	6,540.00	57.62%	(2,771.69)
16-46-17	POSTAGE	-	-	-	-	33.33	33.33	50.00	0.00%	(50.00)
16-46-22	REPAIRS & MAINTENANCE	684.24	4,430.22	2,688.31	12,731.64	34,112.67	21,381.03	51,169.00	24.88%	(38,437.36)
16-46-23	VEHICLE EXPENSE	596.94	552.80	516.49	2,985.64	766.67	(2,218.97)	1,150.00	259.62%	1,835.64
16-46-24	RENTALS	215.00	97.67	-	435.67	566.67	131.00	850.00	51.26%	(414.33)
16-46-25	SHOP EXPENSE	214.86	29.75	528.67	1,048.96	721.33	(327.63)	1,082.00	96.95%	(33.04)
16-46-27	INSURANCE & BONDS	-	-	-	3,801.10	2,478.67	(1,322.43)	3,718.00	102.24%	83.10
16-46-28	UTILITIES	947.06	758.20	495.28	4,945.20	4,208.00	(737.20)	6,312.00	78.35%	(1,366.80)
16-46-29	TELEPHONE	57.17	50.87	97.56	472.42	544.00	71.58	816.00	57.89%	(343.58)
16-46-30	PUBLISHING & ADS	-	-	43.08	43.08	-	(43.08)	-		43.08
16-46-32	FEES & PERMITS	-	-	-	748.45	499.33	(249.12)	749.00	99.93%	(0.55)
16-46-42	CONTRACT SERVICES	-	-	-	2,000.00	2,000.00	-	3,000.00	66.67%	(1,000.00)
16-46-70	CAPITAL OUTLAY MISCELLANOUS	-	13,704.07	1,243.74	26,297.81	24,543.33	(1,754.48)	36,815.00	71.43%	(10,517.19)
		-	15,838.24	-	30,453.83	-	(30,453.83)			30,453.83
		7,842.67	40,958.53	11,652.73	128,872.76	122,432.59	(6,440.17)	183,648.88	70.17%	(54,776.12)
		(7,762.67)	(20,975.03)	8,860.25	(44,552.56)	-	(44,552.56)	-		(44,552.56)
	BEGINNING RESERVE				51,485.13	51,485.13	51,485.13	51,485.13		51,485.13
	INCOME	80.00	19,983.50	20,512.98	84,320.20	122,432.59	(38,112.39)	183,648.88		(99,328.68)
	EXPENDITURE	7,842.67	40,958.53	11,652.73	128,872.76	122,432.59	(6,440.17)	183,648.88		(54,776.12)
	NET CHANGE	(7,762.67)	(20,975.03)	8,860.25	(44,552.56)	-	(44,552.56)	-		(44,552.56)
	ENDING RESERVE				6,932.57	51,485.13	6,932.57	51,485.13		6,932.57
	25% MIN RESERVE				32,218.19					
	NET AVAILABLE RESERVE				(25,285.62)					

DRAFT		2021			2021	8		2021	67%	
AS OF:	8/31/2021	AUGUST	JULY	JUNE	CUR YTD	MO BUDGET	REMAINING	ORIG	% OF	REMAINING
ACCT NO	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL		BUDGET	BUDGET	BUDGET	BUDGET
STREETS										
20-31-03	SALES TAX-TOWN	22,208.52	-	-	56,299.80	69,204.67	(12,904.87)	103,807.00	54.24%	(47,507.20)
20-31-05	FRANCHISE FEE	2,762.52	3,011.08	6,475.88	33,298.19	39,053.33	(5,755.14)	58,580.00	56.84%	(25,281.81)
20-31-06	MISCELLANEOUS INCOME	-	-	-	500.00	-	500.00	-		
20-32-02	MISCELLANEOUS PERMITS	100.00	50.00	50.00	1,115.00	1,166.67	(51.67)	1,750.00	63.71%	(635.00)
20-33-01	HIGHWAY USERS TAX	-	3,839.86	4,007.33	21,763.87	29,407.33	(7,643.46)	44,111.00	49.34%	(22,347.13)
20-33-10	ROAD & BRIDGE	68.60	231.59	1,324.99	7,990.70	4,333.33	3,657.37	6,500.00	122.93%	1,490.70
20-35-02	MOTOR FUEL TAX REFUNDS	941.07	-	467.03	1,408.10	1,033.33	374.77	1,550.00	90.85%	(141.90)
		26,080.71	7,132.53	12,325.23	122,375.66	144,198.67	(21,823.01)	216,298.00	56.58%	(94,422.34)
20-45-03	SALARIES & WAGES	5,868.28	6,087.95	5,379.33	42,852.60	54,359.13	11,506.53	81,538.70	52.55%	(38,686.10)
20-45-04	EMPLOYER FICA	351.66	371.45	322.21	2,570.42	3,290.85	720.43	4,936.27	52.07%	(2,365.85)
20-45-05	EMPLOYER MEDICARE	82.25	86.87	75.35	601.21	769.63	168.42	1,154.45	52.08%	(553.24)
20-45-06	UNEMPLOYMENT TAX	17.56	18.26	16.15	127.93	159.23	31.30	238.85	53.56%	(110.92)
20-45-07	INSURANCE BENEFITS	858.23	6.42	822.97	5,801.97	16,107.82	10,305.85	24,161.73	24.01%	(18,359.76)
20-45-08	PENSION BENEFITS	205.44	205.43	205.50	1,723.52	-	(1,723.52)	-		1,723.52
20-45-10	WORKMENS COMPENSATION	-	-	-	3,305.00	2,312.00	(993.00)	3,468.00	95.30%	(163.00)
20-45-15	OFFICE SUPPLIES	-	-	-	-	20.00	20.00	30.00	0.00%	(30.00)
20-45-16	OPERATING SUPPLIES	3.22	63.76	3.48	83.34	560.00	476.66	840.00	9.92%	(756.66)
20-45-17	POSTAGE	-	-	-	-	126.67	126.67	190.00	0.00%	(190.00)
20-45-20	LEGAL & ENG SERVICES	-	4,237.50	-	4,237.50	-	(4,237.50)	-		4,237.50
20-45-22	REPAIRS & MAINTENANCE	63.42	2,225.99	955.05	4,530.39	8,477.33	3,946.94	12,716.00	35.63%	(8,185.61)
20-45-23	VEHICLE EXPENSE	812.83	2,186.93	525.32	8,561.03	4,770.00	(3,791.03)	7,155.00	119.65%	1,406.03
20-45-25	SHOP EXPENSE	92.25	197.25	376.12	2,009.81	1,252.67	(757.14)	1,879.00	106.96%	130.81
20-45-26	TRAVEL & MEETINGS	546.25	-	-	546.25	-	(546.25)	-		546.25
20-45-27	INSURANCE & BONDS	23.25	-	18.75	3,334.67	2,211.33	(1,123.34)	3,317.00	100.53%	17.67
20-45-28	UTILITIES	39.69	739.20	746.51	6,106.26	7,176.67	1,070.41	10,765.00	56.72%	(4,658.74)
20-45-29	TELEPHONE	67.17	50.86	87.54	493.97	500.67	6.70	751.00	65.77%	(257.03)
20-45-30	PUBLISHING & ADS	-	-	-	24.00	-	(24.00)	-		24.00
20-45-42	SNOW REMOVAL	-	-	-	-	5,438.00	5,438.00	8,157.00	0.00%	(8,157.00)
20-45-70	CAPITAL OUTLAY	-	-	-	-	36,666.67	36,666.67	55,000.00	0.00%	(55,000.00)
		9,031.50	16,477.87	9,534.28	86,909.87	144,198.67	57,288.80	216,298.00	40.18%	(129,388.13)
		17,049.21	(9,345.34)	2,790.95	35,465.79	-	35,465.79	-		(223,810.47)
	BEGINNING RESERVE				151,477.11	151,477.11	151,477.11	151,477.11		151,477.11
	INCOME	26,080.71	7,132.53	12,325.23	122,375.66	144,198.67	(21,823.01)	216,298.00		(94,422.34)
	EXPENDITURE	9,031.50	16,477.87	9,534.28	86,909.87	144,198.67	57,288.80	216,298.00		(129,388.13)
	NET CHANGE	17,049.21	(9,345.34)	2,790.95	35,465.79	-	35,465.79	-		34,965.79
	ENDING RESERVE				186,942.90	151,477.11	186,942.90	151,477.11		186,442.90
	50% MIN RESERVE				43,454.94					
	NET AVAILABLE RESERVE				143,487.97					

AS OF: ACCT NO	DRAFT 8/31/2021 DESCRIPTION	2021 FISCAL YEAR NUMBERS ARE SUBJECT TO CHANGE			2021	8	REMAINING	2021	67%	REMAINING
		AUGUST ACTUAL	JULY ACTUAL	JUNE ACTUAL	CUR YTD ACTUAL			MO BUDGET	BUDGET	
STREET-CAPITAL IMPROVEMENT										
22-31-05	IMPACT FEE	4,797.50	4,725.18	4,721.89	36,383.88	41,214.67	(4,830.79)	61,822.00	58.85%	(25,438.12)
22-32-01	LICENSING FEES	2,500.00	22,500.00	-	25,000.00	16,666.67	8,333.33	25,000.00	100.00%	-
	TRANSFER	-	-	-	-	118,115.33	(118,115.33)	177,173.00	0.00%	(177,173.00)
	RESERVES	-	-	-	-	34,003.33	(34,003.33)	51,005.00		(51,005.00)
		7,297.50	27,225.18	4,721.89	61,383.88	210,000.00	(148,616.12)	315,000.00		(253,616.12)
22-45-22	REPAIRS & MAINTENANCE	-	-	-	-	210,000.00	210,000.00	315,000.00	0.00%	(315,000.00)
		-	-	-	-	210,000.00	210,000.00	315,000.00		(315,000.00)
		7,297.50	27,225.18	4,721.89	61,383.88	-	61,383.88	-		61,383.88
	BEGINNING RESERVE				53,877.00	53,877.00	53,877.00	53,877.00		
	INCOME	7,297.50	27,225.18	4,721.89	61,383.88	210,000.00	(148,616.12)	315,000.00		
	EXPENDITURE	-	-	-	-	210,000.00	210,000.00	315,000.00		
	NET CHANGE	7,297.50	27,225.18	4,721.89	61,383.88	-	61,383.88	-		
	ENDING RESERVE				115,260.88	53,877.00	115,260.88	53,877.00		
	COMMITTED				115,260.88					
	NET AVAILABLE RESERVE				-					
BRIDGE										
24-35-04	INTEREST INCOME	13.07	16.33	19.46	229.29	4,666.67	(4,437.38)	7,000.00	3.28%	(6,770.71)
24-35-13	BRIDGE REVENUE	-	40,000.00	-	40,000.00	26,666.67	13,333.33	40,000.00	100.00%	-
		13.07	40,016.33	19.46	40,229.29	31,333.33	8,895.96	47,000.00	85.59%	(6,770.71)
24-45-22	REPAIRS & MAINTENANCE	-	-	-	-	33,333.33	33,333.33	50,000.00	0.00%	(50,000.00)
		-	-	-	-	33,333.33	33,333.33	50,000.00	0.00%	(50,000.00)
		13.07	40,016.33	19.46	40,229.29	(2,000.00)	42,229.29	(3,000.00)		43,229.29
	BEGINNING RESERVE				188,433.00	188,433.00	188,433.00	188,433.00		188,433.00
	INCOME	13.07	40,016.33	19.46	40,229.29	31,333.33	8,895.96	47,000.00		(6,770.71)
	EXPENDITURE	-	-	-	-	33,333.33	33,333.33	50,000.00		(50,000.00)
	NET CHANGE	13.07	40,016.33	19.46	40,229.29	(2,000.00)	42,229.29	(3,000.00)		43,229.29
	ENDING RESERVE				228,662.29	186,433.00	230,662.29	185,433.00		231,662.29
	COMMITTED				228,662.29					
	NET AVAILABLE RESERVE				-					
SIDEWALK										
26-30-01	SIDEWALK REVENUE	2,566.09	2,556.14	2,601.47	20,498.37	20,689.33	(190.96)	31,034.00	66.05%	(10,535.63)
		2,566.09	2,556.14	2,601.47	20,498.37	20,689.33	(190.96)	31,034.00	66.05%	(10,535.63)
26-45-22	REPAIRS & MAINTENANCE	-	-	555.00	555.00	20,689.33	20,134.33	31,034.00	1.79%	(30,479.00)
		-	-	555.00	555.00	20,689.33	20,134.33	31,034.00	1.79%	(30,479.00)
		2,566.09	2,556.14	2,046.47	19,943.37	-	19,943.37	-		19,943.37
	BEGINNING RESERVE				2,852.00	2,852.00	2,852.00	2,852.00		2,852.00
	INCOME	2,566.09	2,556.14	2,601.47	20,498.37	20,689.33	(190.96)	31,034.00		(10,535.63)
	EXPENDITURE	-	-	555.00	555.00	20,689.33	20,134.33	31,034.00		(30,479.00)
	NET CHANGE	2,566.09	2,556.14	2,046.47	19,943.37	-	19,943.37	-		19,943.37
	ENDING RESERVE				22,795.37	2,852.00	22,795.37	2,852.00		22,795.37
	COMMITTED				22,795.37					
	NET AVAILABLE RESERVE				-					

AS OF: ACCT NO	DRAFT 8/31/2021 DESCRIPTION	2021 IE NUMBERS ARE SUBJECT TO CH			2021	8	REMAINING	2021	67%	REMAINING
		AUGUST	JULY	JUNE	CUR YTD			ORIG	% OF	
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
SPACE2CREATE										
32-35-05	INTEREST	1.68	1.68	1.62	13.16	20.00	(6.84)	30.00	43.87%	(16.84)
	RESERVES	-	-	-	-	8,775.71	(8,775.71)	13,163.57	0.00%	(13,163.57)
		1.68	1.68	1.62	13.16	8,795.71	(8,782.55)	13,193.57	0.10%	(13,180.41)
32-50-22	STUDIES	-	-	-	159.50	-	(159.50)			159.50
32-50-30	PUBLISHING & ADS	-	-	-	1,250.00	8,795.71	7,545.71	13,193.57	9.47%	(11,943.57)
		-	-	-	1,409.50	8,795.71	7,386.21	13,193.57	10.68%	(11,784.07)
		1.68	1.68	1.62	(1,396.34)	-	(1,396.34)	-		(1,396.34)
	BEGINNING RESERVE				13,165.00	13,165.00	13,165.00	13,165.00		13,165.00
	INCOME	1.68	1.68	1.62	13.16	8,795.71	(8,782.55)	13,193.57		(13,180.41)
	EXPENDITURE	-	-	-	1,409.50	8,795.71	7,386.21	13,193.57		(11,784.07)
	NET CHANGE	1.68	1.68	1.62	(1,396.34)	-	(1,396.34)	-		(1,396.34)
	ENDING RESERVE				11,768.66	13,165.00	11,768.66	13,165.00		11,768.66
	COMMITTED				11,768.66					
	NET AVAILABLE RESERVE				-					
CONSERVATION TRUST FUND										
40-38-01	CONSERVATION TRUST-REV.	-	-	2,624.94	4,705.90	4,994.67	(288.77)	7,492.00	62.81%	(2,786.10)
40-38-02	INTEREST	1.32	1.32	1.28	9.56	2.00	7.56	3.00	318.67%	6.56
	RESERVES	-	-	-	-	4,225.11	(4,225.11)	6,337.67	0.00%	(6,337.67)
		1.32	1.32	2,626.22	4,715.46	9,221.78	(4,506.32)	13,832.67	34.09%	(9,117.21)
40-46-20	EXPENDITURES-CONS. TRUST	-	-	-	-	9,221.78	9,221.78	13,832.67	0.00%	(13,832.67)
		-	-	-	-	9,221.78	9,221.78	13,832.67	0.00%	(13,832.67)
		1.32	1.32	2,626.22	4,715.46	-	4,715.46	-		4,715.46
	BEGINNING RESERVE				8,311.00	8,311.00	8,311.00	8,311.00		8,311.00
	INCOME	1.32	1.32	2,626.22	4,715.46	9,221.78	(4,506.32)	13,832.67		(9,117.21)
	EXPENDITURE	-	-	-	-	9,221.78	9,221.78	13,832.67		(13,832.67)
	NET CHANGE	1.32	1.32	2,626.22	4,715.46	-	4,715.46	-		4,715.46
	ENDING RESERVE				13,026.46	8,311.00	13,026.46	8,311.00		13,026.46
	COMMITTED				13,026.46					
	NET AVAILABLE RESERVE				-					
CAPITAL IMPROVEMENT										
50-31-03	SALES TAX - CAP IMP	22,208.51	19,958.49	18,697.98	132,744.92	140,193.33	(7,448.41)	210,290.00	63.12%	(77,545.08)
50-31-06	AIRPORT REVENUE	637.50	637.50	637.50	5,100.00	5,100.00	-	7,650.00	66.67%	(2,550.00)
	RESERVES	-	-	-	-	179,057.66	(179,057.66)	268,586.49	0.00%	(268,586.49)
		22,846.01	20,595.99	19,335.48	137,844.92	324,350.99	(186,506.07)	486,526.49	28.33%	(348,681.57)
50-70-20	CAPITAL OUTLAY	3,925.29	10,723.74	3,689.00	67,887.40	206,235.35	138,347.95	309,353.03	21.94%	(241,465.63)
50-70-99	Transfer Out	-	-	-	-	118,115.64	118,115.64	177,173.46	0.00%	(177,173.46)
		3,925.29	10,723.74	3,689.00	67,887.40	324,350.99	256,463.59	486,526.49	13.95%	(418,639.09)
		18,920.72	9,872.25	15,646.48	69,957.52	-	(442,969.67)	-		69,957.52
	BEGINNING RESERVE				343,907.00	343,907.00	343,907.00	343,907.00		343,907.00
	INCOME	22,846.01	20,595.99	19,335.48	137,844.92	324,350.99	(186,506.07)	486,526.49		(348,681.57)
	EXPENDITURE	3,925.29	10,723.74	3,689.00	67,887.40	324,350.99	256,463.59	486,526.49		(418,639.09)
	NET CHANGE	18,920.72	9,872.25	15,646.48	69,957.52	-	69,957.52	-		69,957.52
	ENDING RESERVE				413,864.52	343,907.00	413,864.52	343,907.00		413,864.52
	COMMITTED				413,864.52					
	NET AVAILABLE RESERVE				-					

DRAFT		2021			2021			2021		
AS OF:	8/31/2021	THE NUMBERS ARE SUBJECT TO CHANGES			CUR YTD	8	REMAINING	ORIG	67%	REMAINING
ACCT NO	DESCRIPTION	AUGUST	JULY	JUNE	ACTUAL	MO BUDGET	BUDGET	BUDGET	% OF	BUDGET
		ACTUAL	ACTUAL	ACTUAL	ACTUAL				BUDGET	
WATER										
60-36-01	WATER CHARGES-RECEIVED	90,774.15	86,751.76	88,041.13	653,472.09	795,662.67	(142,190.58)	1,193,494.00	54.75%	(540,021.91)
60-36-02	WATER TAPS	500.00	1,000.00	500.00	4,500.00	-	4,500.00	-		4,500.00
60-36-03	SALES & SERVICES	675.00	730.00	800.06	5,657.48	3,000.00	2,657.48	4,500.00	125.72%	1,157.48
60-36-04	STANDBY TAP FEES	3,864.00	3,864.00	3,911.73	35,078.04	37,656.00	(2,577.96)	56,484.00	62.10%	(21,405.96)
60-36-05	WATER TANK MONEY	697.00	1,448.00	1,334.00	4,323.00	3,600.00	723.00	5,400.00	80.06%	(1,077.00)
60-36-09	PENALTIES	-	50.00	-	50.00	666.67	(616.67)	1,000.00	5.00%	(950.00)
60-36-12	RENTS	-	-	-	-	666.67	(666.67)	1,000.00	0.00%	(1,000.00)
60-36-30	GRANT FUNDS	-	-	184,616.40	185,501.40	-	185,501.40	-		185,501.40
		96,510.15	93,843.76	279,203.32	888,582.01	841,252.00	47,330.01	1,261,878.00	70.42%	(558,797.39)
60-50-02	TRUSTEES/ADMIN SALARIES	39.90	-	300.00	639.90	-	(639.90)	-		639.90
60-50-03	SALARIES & WAGES	11,532.97	10,817.29	11,276.59	91,737.14	95,678.46	3,941.32	143,517.69	63.92%	(51,780.55)
60-50-04	EMPLOYER FICA	686.08	652.16	680.98	5,453.89	5,537.28	83.39	8,305.92	65.66%	(2,852.03)
60-50-05	EMPLOYER MEDICARE	160.44	152.55	159.27	1,275.52	1,374.03	98.51	2,061.04	61.89%	(785.52)
60-50-06	UNEMPLOYMENT TAX	34.73	32.47	33.84	274.78	281.88	7.10	422.82	64.99%	(148.04)
60-50-07	INSURANCE BENEFITS	2,562.59	23.00	2,421.74	17,111.91	31,527.69	14,415.78	47,291.53	36.18%	(30,179.62)
60-50-08	PENSION BENEFITS	486.50	486.50	482.56	4,016.76	-	(4,016.76)	-		4,016.76
60-50-10	WORKMENS COMPENSATION	-	-	-	3,068.18	2,146.67	(921.51)	3,220.00	95.29%	(151.82)
60-50-15	OFFICE SUPPLIES	137.25	-	53.12	201.56	213.33	11.77	320.00	62.99%	(118.44)
60-50-16	OPERATING SUPPLIES	1,605.98	1,806.55	255.45	11,125.42	7,300.00	(3,825.42)	10,950.00	101.60%	175.42
60-50-17	POSTAGE	180.15	561.81	211.06	4,162.59	2,616.67	(1,545.92)	3,925.00	106.05%	237.59
60-50-20	LEGAL & ENG SERVICES	-	5,720.25	-	5,720.25	333.33	(5,386.92)	500.00	1144.05%	5,220.25
60-50-21	AUDIT	11,000.00	-	-	11,000.00	7,333.33	(3,666.67)	11,000.00	100.00%	-
60-50-22	REPAIRS & MAINTENANCE	5,236.34	17,695.91	7,964.71	52,898.69	129,770.67	76,871.98	194,656.00	27.18%	(141,757.31)
60-50-23	VEHICLE EXPENSE	848.06	5,514.60	1,843.04	13,383.32	4,146.00	(9,237.32)	6,219.00	215.20%	7,164.32
60-50-25	SHOP EXPENSE	397.18	407.17	1,920.37	4,143.13	2,203.33	(1,939.80)	3,305.00	125.36%	838.13
60-50-26	TRAVEL & MEETINGS	752.72	417.51	207.35	1,840.08	1,304.67	(535.41)	1,957.00	94.03%	(116.92)
60-50-27	INSURANCE & BONDS	23.25	-	18.75	23,924.49	15,672.00	(8,252.49)	23,508.00	101.77%	416.49
60-50-28	UTILITIES	2,071.57	1,985.74	2,124.90	19,127.16	18,216.67	(910.49)	27,325.00	70.00%	(8,197.84)
60-50-29	TELEPHONE	415.96	409.48	423.71	3,391.82	2,800.00	(591.82)	4,200.00	80.76%	(808.18)
60-50-30	PUBLISHING & ADS	-	-	-	141.82	119.33	(22.49)	179.00	79.23%	(37.18)
60-50-31	DUES & SUBSCRIPTIONS	1,710.00	1,710.00	5,130.00	19,867.50	1,236.67	(18,630.83)	1,855.00	1071.02%	18,012.50
60-50-32	FEES & PERMITS	886.68	327.81	124.88	14,575.03	7,774.00	(6,801.03)	11,661.00	124.99%	2,914.03
60-50-33	DATA PROCESSING	3,649.46	763.80	414.96	10,086.98	9,104.00	(982.98)	13,656.00	73.86%	(3,569.02)
60-50-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	133.33	133.33	200.00	0.00%	(200.00)
60-50-42	CONTRACT SERVICES	-	250.00	750.00	1,300.00	-	(1,300.00)	-		1,300.00
60-50-44	Norris Retirement	1,680.00	1,680.00	1,680.00	13,440.00	13,440.00	-	20,160.00	66.67%	(6,720.00)
60-50-50	Water Power Authority Loan	-	86,918.96	-	173,837.91	127,481.33	(46,356.58)	191,222.00	90.91%	(17,384.09)
60-50-51	Drinking Water Revolving Fund	-	-	-	11,671.70	16,036.00	4,364.30	24,054.00	48.52%	(12,382.30)
	UBB Line of Credit	-	-	-	-	6.67	6.67	10.00	0.00%	(10.00)
60-50-70	CAPITAL OUTLAY	-	-	-	6,100.00	100,000.00	93,900.00	150,000.00	4.07%	(143,900.00)
60-50-71	PASS-THRU	2,839.14	2,778.47	2,758.59	20,716.50	24,999.33	4,282.83	37,499.00	55.25%	(16,782.50)
60-50-75	GRANT PROJECTS	-	-	760.00	20,337.50	-	(20,337.50)	-		20,337.50
60-59-90	DEPRECIATION	-	-	-	-	212,465.33	212,465.33	318,698.00	0.00%	(318,698.00)
		48,936.95	141,112.03	41,995.87	566,571.53	841,252.00	274,680.47	1,261,878.00	44.90%	(695,306.47)
		47,573.20	(47,268.27)	237,207.45	322,010.48	-	(322,010.48)	-		(322,010.48)
	BEGINNING RESERVE				341,600.00	341,600.00	-	-		-
	INCOME	96,510.15	93,843.76	279,203.32	888,582.01	841,252.00	47,330.01	1,261,878.00		(558,797.39)
	EXPENDITURE	48,936.95	141,112.03	41,995.87	566,571.53	841,252.00	274,680.47	1,261,878.00		(695,306.47)
	NET CHANGE	47,573.20	(47,268.27)	237,207.45	322,010.48	-	322,010.48	-		136,509.08
	ENDING RESERVE				663,610.48	341,600.00	322,010.48	-		136,509.08
	25% MIN RESERVE				141,642.88					
	25 % OPERATION/MAINT RESERVE (\$1.25 MIL CAP)				141,642.88					
	110% REQUIREMENT				245,500.00					
	NET AVAILABLE RESERVE				134,824.72					

AS OF: ACCT NO	DRAFT 8/31/2021 DESCRIPTION	2021 IE NUMBERS ARE SUBJECT TO CH			2021	8	REMAINING	2021	67%	REMAINING
		AUGUST	JULY	JUNE	CUR YTD			ORIG	% OF	
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
SEWER										
70-37-01	SEWER CHARGES - RECEIVED	44,313.45	44,044.82	44,357.90	353,878.38	358,664.00	(4,785.62)	537,996.00	65.78%	(184,117.62)
70-37-04	SEWER TAPS	500.00	-	500.00	3,500.00	10,000.00	(6,500.00)	15,000.00	23.33%	(11,500.00)
70-37-09	Interest Income	26.50	30.09	33.01	345.28	3,066.67	(2,721.39)	4,600.00	7.51%	(4,254.72)
		44,839.95	44,074.91	44,890.91	357,723.66	371,730.67	(14,007.01)	557,596.00	64.15%	(199,872.34)
70-51-02	TRUSTEES/ADMIN SALARIES	-	-	300.00	600.00	-	(600.00)	-	-	600.00
70-51-03	SALARIES & WAGES	9,815.14	9,160.53	9,546.63	77,627.74	81,190.84	3,563.10	121,786.26	63.74%	(44,158.52)
70-51-04	EMPLOYER FICA	582.23	552.43	580.30	4,624.64	4,764.59	139.95	7,146.89	64.71%	(2,522.25)
70-51-05	EMPLOYER MEDICARE	136.20	129.20	135.69	1,081.56	1,166.98	85.42	1,750.47	61.79%	(668.91)
70-51-06	UNEMPLOYMENT TAX	29.44	27.46	28.63	232.24	239.05	6.81	358.57	64.77%	(126.33)
70-51-07	INSURANCE BENEFITS	2,127.75	18.70	2,017.60	14,248.21	26,814.54	12,566.33	40,221.81	35.42%	(25,973.60)
70-51-08	PENSION BENEFITS	409.86	409.86	407.15	3,384.94	-	(3,384.94)	-	-	3,384.94
70-51-10	WORKMENS COMPENSATION	-	-	-	902.01	631.33	(270.68)	947.00	95.25%	(44.99)
70-51-15	OFFICE SUPPLIES	21.44	-	-	21.44	110.67	89.23	166.00	12.92%	(144.56)
70-51-16	OPERATING SUPPLIES	1,380.10	1,840.42	23.42	12,973.08	5,908.67	(7,064.41)	8,863.00	146.37%	4,110.08
70-51-17	POSTAGE	164.35	165.20	242.10	1,719.83	1,500.00	(219.83)	2,250.00	76.44%	(530.17)
70-51-21	AUDIT	4,500.00	-	-	4,500.00	3,000.00	(1,500.00)	4,500.00	100.00%	-
70-51-22	REPAIRS & MAINTENANCE	5.91	21,790.43	3,959.73	40,248.64	32,574.67	(7,673.97)	48,862.00	82.37%	(8,613.36)
70-51-23	VEHICLE EXPENSE	842.93	5,451.32	1,132.48	13,309.61	4,264.67	(9,044.94)	6,397.00	208.06%	6,912.61
70-51-25	SHOP EXPENSE	354.20	140.79	1,908.24	3,353.01	2,116.00	(1,237.01)	3,174.00	105.64%	179.01
70-51-26	TRAVEL & MEETINGS	652.73	317.52	107.39	1,090.14	1,538.00	447.86	2,307.00	47.25%	(1,216.86)
70-51-27	INSURANCE & BONDS	23.25	-	18.75	8,745.82	5,877.33	(2,868.49)	8,816.00	99.20%	(70.18)
70-51-28	UTILITIES	2,847.77	5,615.41	47.15	21,720.57	23,434.00	1,713.43	35,151.00	61.79%	(13,430.43)
70-51-29	TELEPHONE	151.56	145.12	160.13	1,281.18	1,120.67	(160.51)	1,681.00	76.22%	(399.82)
70-51-30	PUBLISHING & ADS	-	-	-	38.60	-	(38.60)	-	-	38.60
70-51-31	DUES & SUBSCRIPTIONS	-	-	-	558.90	292.00	(266.90)	438.00	127.60%	120.90
70-51-32	FEES & PERMITS	733.68	33.66	608.95	3,849.64	4,879.33	1,029.69	7,319.00	52.60%	(3,469.36)
70-51-33	DATA PROCESSING	3,649.46	724.02	414.96	10,047.42	12,684.67	2,637.25	19,027.00	52.81%	(8,979.58)
70-51-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	100.00	100.00	150.00	0.00%	(150.00)
70-51-42	CONTRACT SERVICES	-	-	-	300.00	-	(300.00)	-	-	300.00
70-51-43	Gaging Station	-	-	-	1,271.00	2,726.00	1,455.00	4,089.00	31.08%	(2,818.00)
70-51-51	Rural Development P&I	-	-	-	-	71,988.67	71,988.67	107,983.00	0.00%	(107,983.00)
70-51-54	Debt Reserve	-	-	-	74,750.00	-	(74,750.00)	-	-	74,750.00
70-51-71	PASS THRU	1,329.40	1,321.34	1,330.74	10,616.35	11,060.00	443.65	16,590.00	63.99%	(5,973.65)
70-59-90	DEPRECIATION	-	-	-	-	71,748.00	71,748.00	107,622.00	0.00%	(107,622.00)
		29,757.40	47,843.41	22,970.04	313,096.57	371,730.67	58,634.10	557,596.00	56.15%	(244,499.43)
		15,082.55	(3,768.50)	21,920.87	44,627.09	-	44,627.09	-	-	44,627.09
	BEGINNING RESERVE				587,520.00	587,520.00	587,520.00	587,520.00		587,520.00
	INCOME	44,839.95	44,074.91	44,890.91	357,723.66	371,730.67	(14,007.01)	557,596.00		(199,872.34)
	EXPENDITURE	29,757.40	47,843.41	22,970.04	313,096.57	371,730.67	58,634.10	557,596.00		(244,499.43)
	NET CHANGE	15,082.55	(3,768.50)	21,920.87	44,627.09	-	44,627.09	-		44,627.09
	ENDING RESERVE				632,147.09	587,520.00	632,147.09	587,520.00		632,147.09
	25% MIN RESERVE				78,274.14					
	PROPERTY RESERVE				530,418.33					
	NET AVAILABLE RESERVE				23,454.62					

DRAFT		2021			2021		2021		67%	
AS OF:	8/31/2021	AUGUST	JULY	JUNE	CUR YTD	8	REMAINING	ORIG	% OF	REMAINING
ACCT NO	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
GARBAGE										
80-30-02	GARBAGE FEES - RECEIVED	20,965.21	20,845.74	21,085.25	168,367.44	171,848.00	(3,480.56)	257,772.00	65.32%	(89,404.56)
80-30-03	X-Trash	2,067.00	(56.00)	881.02	6,197.02	866.67	5,330.35	1,300.00	476.69%	4,897.02
		23,032.21	20,789.74	21,966.27	174,564.46	172,714.67	1,849.79	259,072.00	67.38%	(84,507.54)
80-52-02	CONTRACT LABOR	139.65	-	-	139.65	-	(139.65)	-		139.65
80-52-03	SALARIES & WAGES	9,252.02	9,420.88	9,544.91	78,142.51	78,911.47	768.96	118,367.21	66.02%	(40,224.70)
80-52-04	EMPLOYER FICA	556.66	572.47	568.58	4,670.12	4,830.41	160.29	7,245.62	64.45%	(2,575.50)
80-52-05	EMPLOYER MEDICARE	130.15	133.83	132.97	1,091.93	1,129.69	37.76	1,694.54	64.44%	(602.61)
80-52-06	UNEMPLOYMENT TAX	27.96	28.25	28.62	232.91	233.73	0.82	350.59	66.43%	(117.68)
80-52-07	INSURANCE BENEFITS	2,073.58	13.98	1,977.44	13,951.09	17,356.41	3,405.32	26,034.61	53.59%	(12,083.52)
80-52-08	PENSION BENEFITS	427.22	427.23	424.41	3,590.57	5,823.62	2,233.05	8,735.43	41.10%	(5,144.86)
80-52-10	WORKMEN'S COMP	-	-	-	5,772.32	6,057.00	284.68	6,057.00	95.30%	(284.68)
80-52-15	OFFICE SUPPLIES	-	-	-	-	134.67	134.67	202.00	0.00%	(202.00)
80-52-16	OPERATING SUPPLIES	64.39	131.33	69.80	523.72	763.33	239.61	1,145.00	45.74%	(621.28)
80-52-17	POSTAGE	82.17	82.61	128.04	1,115.41	584.00	(531.41)	876.00	127.33%	239.41
80-52-21	AUDIT	4,500.00	-	-	4,500.00	3,000.00	(1,500.00)	4,500.00	100.00%	-
80-52-22	REPAIRS & MAINTENANCE	-	-	-	-	70.67	70.67	106.00	0.00%	(106.00)
80-52-23	VEHICLE EXPENSE	883.99	748.39	3,590.96	7,796.27	5,286.00	(2,510.27)	7,929.00	98.33%	(132.73)
80-52-25	SHOP EXPENSE	165.27	30.73	-	868.62	454.00	(414.62)	681.00	127.55%	187.62
80-52-26	TRAVEL & MEETINGS	546.25	-	-	546.25	346.67	(199.58)	520.00	105.05%	26.25
80-52-27	INSURANCE & BONDS	23.25	-	18.75	5,795.28	4,985.00	(810.28)	4,985.00	116.25%	810.28
80-52-28	UTILITIES	39.70	139.83	47.16	1,610.71	1,050.67	(560.04)	1,576.00	102.20%	34.71
80-52-29	TELEPHONE	57.18	50.88	97.56	494.02	362.00	(132.02)	543.00	90.98%	(48.98)
80-52-30	PUBLISHING & ADS	-	-	-	38.60	23.33	(15.27)	35.00	110.29%	3.60
80-52-33	DATA PROCESSING	1,404.82	138.32	138.32	2,928.68	1,448.00	(1,480.68)	2,172.00	134.84%	756.68
80-52-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	180.00	180.00	270.00	0.00%	(270.00)
80-52-42	LANDFILL FEES	3,237.50	3,771.50	4,604.50	23,325.25	25,245.33	1,920.08	37,868.00	61.60%	(14,542.75)
80-52-43	Clean Up Day	-	-	1,006.05	3,106.05	1,200.00	(1,906.05)	1,800.00	172.56%	1,306.05
80-52-71	PASS THRU	628.96	625.37	632.56	5,051.03	5,155.33	104.30	7,733.00	65.32%	(2,681.97)
	DEPRICIATION	-	-	-	-	11,764.00	11,764.00	17,646.00	0.00%	(17,646.00)
		24,240.72	16,315.60	23,010.63	165,290.99	176,395.33	11,104.34	259,072.00	63.80%	(93,781.01)
		(1,208.51)	4,474.14	(1,044.36)	9,273.47	(3,680.67)	12,954.14	-		9,273.47
	BEGINNING RESERVE				130,368.00	130,368.00	130,368.00	130,368.00		130,368.00
	INCOME	23,032.21	20,789.74	21,966.27	174,564.46	172,714.67	1,849.79	259,072.00		(84,507.54)
	EXPENDITURE	24,240.72	16,315.60	23,010.63	165,290.99	176,395.33	11,104.34	259,072.00		(93,781.01)
	NET CHANGE	(1,208.51)	4,474.14	(1,044.36)	9,273.47	(3,680.67)	12,954.14	-		9,273.47
	ENDING RESERVE				139,641.47	126,687.33	143,322.14	130,368.00		139,641.47
	50% MIN RESERVE				129,536.00					
	NET AVAILABLE RESERVE				10,105.47					

AS OF: ACCT NO	DRAFT 8/31/2021 DESCRIPTION	2021 MONTHS ARE SUBJECT TO CH			2021	8	REMAINING	2021	67%	REMAINING
		AUGUST ACTUAL	JULY ACTUAL	JUNE ACTUAL	CUR YTD ACTUAL			MO BUDGET	BUDGET	
OVERALL SUMMARY										
	ADMINISTRATION	2,885.77	13,402.38	37,962.99	170,324.11	143,802.32	26,521.79	158,708.00		11,616.11
	BUILDING	50.00	4,153.10	4,374.10	19,394.65	20,796.00	(1,401.35)	31,194.00		(11,799.35)
	LAW ENFORCEMENT	61,616.42	57,578.23	59,254.05	380,871.92	349,254.67	31,617.25	523,882.00		(143,010.08)
	PARKS	80.00	19,983.50	20,512.98	84,320.20	122,432.59	(38,112.39)	183,648.88		(99,328.68)
	STREETS	26,080.71	7,132.53	12,325.23	122,375.66	144,198.67	(21,823.01)	216,298.00		(94,422.34)
	STREET CAPITAL IMPROVEMENT	7,297.50	27,225.18	4,721.89	61,383.88	210,000.00	(148,616.12)	315,000.00		(253,616.12)
	BRIDGE	13.07	40,016.33	19.46	40,229.29	31,333.33	8,895.96	47,000.00		(6,770.71)
	SIDEWALK	2,566.09	2,556.14	2,601.47	20,498.37	20,689.33	(190.96)	31,034.00		(10,535.63)
	SPACE2CREATE	1.68	1.68	1.62	13.16	8,795.71	(8,782.55)	13,193.57		(13,180.41)
	CONSERVATION TRUST FUND	1.32	1.32	2,626.22	4,715.46	9,221.78	(4,506.32)	13,832.67		(9,117.21)
	CAPITAL IMPROVEMENT	22,846.01	20,595.99	19,335.48	137,844.92	324,350.99	(186,506.07)	486,526.49		(348,681.57)
		123,438.57	192,646.38	163,735.49	1,041,971.62	1,384,875.39	(342,903.77)	2,020,317.61	-	(978,845.99)
	WATER	96,510.15	93,843.76	279,203.32	888,582.01	841,252.00	47,330.01	1,261,878.00		(558,797.39)
	SEWER	44,839.95	44,074.91	44,890.91	357,723.66	371,730.67	(14,007.01)	557,596.00		(199,872.34)
	GARBAGE	23,032.21	20,789.74	21,966.27	174,564.46	172,714.67	1,849.79	259,072.00		(84,507.54)
		164,382.31	158,708.41	346,060.50	1,420,870.13	1,385,697.33	35,172.80	2,078,546.00	-	(843,177.27)
	TOTAL REVENUE	411,259.45	351,354.79	509,795.99	2,462,841.75	2,770,572.72	(307,730.97)	4,098,863.61	-	(1,822,023.26)
	ADMINISTRATION	15,852.69	11,953.90	17,611.83	144,720.89	105,805.33	(38,915.56)	158,708.00		(13,987.11)
	BUILDING	3,723.24	2,926.52	7,280.53	22,217.12	20,796.00	(1,421.12)	31,194.00		(8,976.88)
	LAW ENFORCEMENT	28,317.45	33,533.81	32,694.82	320,110.48	355,654.67	35,544.19	533,482.00		(213,371.52)
	PARKS	7,842.67	40,958.53	11,652.73	128,872.76	122,432.59	(6,440.17)	183,648.88		(54,776.12)
	STREETS	9,031.50	16,477.87	9,534.28	86,909.87	144,198.67	57,288.80	216,298.00		(129,388.13)
	STREET CAPITAL IMPROVEMENT	-	-	-	-	210,000.00	210,000.00	315,000.00		(315,000.00)
	BRIDGE	-	-	-	-	33,333.33	33,333.33	50,000.00		(50,000.00)
	SIDEWALK	-	-	555.00	555.00	20,689.33	20,134.33	31,034.00		(30,479.00)
	SPACE2CREATE	-	-	-	1,409.50	8,795.71	7,386.21	13,193.57		(11,784.07)
	CONSERVATION TRUST FUND	-	-	-	-	9,221.78	9,221.78	13,832.67		(13,832.67)
	CAPITAL IMPROVEMENT	3,925.29	10,723.74	3,689.00	67,887.40	324,350.99	256,463.59	486,526.49		(418,639.09)
		68,692.84	116,574.37	83,018.19	772,683.02	1,355,278.41	582,595.39	2,032,917.61	-	(1,260,234.59)
	WATER	48,936.95	141,112.03	41,995.87	566,571.53	841,252.00	274,680.47	1,261,878.00		(695,306.47)
	SEWER	29,757.40	47,843.41	22,970.04	313,096.57	371,730.67	58,634.10	557,596.00		(244,499.43)
	GARBAGE	24,240.72	16,315.60	23,010.63	165,290.99	176,395.33	11,104.34	259,072.00		(93,781.01)
		102,935.07	205,271.04	87,976.54	1,044,959.09	1,389,378.00	344,418.91	2,078,546.00	-	(1,033,586.91)
	TOTAL EXPENDITURES	240,320.75	321,845.41	170,994.73	1,817,642.11	2,744,656.41	927,014.30	4,111,463.61	-	(2,293,821.50)
	ADMINISTRATION	(12,966.92)	1,448.48	20,351.16	25,603.22	37,996.98	65,437.35	-		25,603.22
	BUILDING	(3,673.24)	1,226.58	(2,906.43)	(2,822.47)	-	19.77	-		(2,822.47)
	LAW ENFORCEMENT	33,298.97	24,044.42	26,559.23	60,761.44	(6,400.00)	(3,926.93)	(9,600.00)		70,361.44
	PARKS	(7,762.67)	(20,975.03)	8,860.25	(44,552.56)	-	(31,672.21)	-		(44,552.56)
	STREETS	17,049.21	(9,345.34)	2,790.95	35,465.79	-	(79,111.80)	-		34,965.79
	STREET CAPITAL IMPROVEMENT	7,297.50	27,225.18	4,721.89	61,383.88	-	(358,616.12)	-		61,383.88
	BRIDGE	13.07	40,016.33	19.46	40,229.29	(2,000.00)	(24,437.38)	(3,000.00)		43,229.29
	GENERAL FUND	33,255.92	63,640.62	60,396.51	176,068.59	29,596.98	(432,307.33)	(12,600.00)		188,168.59
	SIDEWALK	2,566.09	2,556.14	2,046.47	19,943.37	-	(20,325.30)	-		19,943.37
	SPACE2CREATE	1.68	1.68	1.62	(1,396.34)	-	(16,168.77)	-		(1,396.34)
	CONSERVATION TRUST FUND	1.32	1.32	2,626.22	4,715.46	-	(13,728.10)	-		4,715.46
	CAPITAL IMPROVEMENT	18,920.72	9,872.25	15,646.48	69,957.52	-	(442,969.67)	-		69,957.52
			76,072.01	80,717.30	269,288.60	29,596.98	(925,499.16)	(12,600.00)	-	281,388.60
	WATER	47,573.20	(47,268.27)	237,207.45	322,010.48	-	(227,350.46)	-		136,509.08
	SEWER	15,082.55	(3,768.50)	21,920.87	44,627.09	-	(72,641.10)	-		44,627.09
	GARBAGE	(1,208.51)	4,474.14	(1,044.36)	9,273.47	(3,680.67)	(9,254.55)	-		9,273.47
	ENTERPRISE FUND	61,447.24	(46,562.63)	258,083.96	375,911.04	(3,680.67)	(309,246.11)	-		190,409.64
	NET	116,192.97	29,509.38	338,801.26	645,199.64	25,916.32	(1,234,745.27)	(12,600.00)		471,798.24

BANK BALANCES 2021

BANK	ACCOUNT		JAN	APR	MAY	JUNE	JULY	AUG	SEP	X
OPERATING ACCOUNTS										
UBB (FSBC)		PREV BAL	113,781.20	266,653.35	115,960.98	219,935.38	157,400.68	209,269.45	183,060.61	
OPS - 0733		CKS/DR	389,227.23	408,873.15	200,361.23	564,298.94	296,420.99	310,920.59	253,528.98	
		DEP/CR	269,648.17	258,180.78	304,335.63	501,764.24	348,289.76	284,711.75	321,249.12	
		END BAL	(5,797.86)	115,960.98	219,935.38	157,400.68	209,269.45	183,060.61	250,780.75	X
		RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC)		PREV BAL	25.00	25.00	25.00	25.00	22,085.80	25.00	25.00	
PAYROLL - 3629		CKS/DR	44,780.38	46,575.08	47,079.11	48,224.44	69,121.53	46,511.14	52,994.30	
		DEP/CR	44,780.38	46,575.08	47,079.11	70,285.24	47,060.73	46,511.14	52,994.30	
		END BAL	25.00	25.00	25.00	22,085.80	25.00	25.00	25.00	X
		RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
RESETRICTED FUND ACCOUNTS										
UBB (FSBC)-3858		PREV BAL	25.00	25.00	25.00	25.00	25.00	25.00	25.00	
GRANT		CKS/DR	-	-	-	-	-	-	-	
PASS-THRU		DEP/CR	-	-	-	-	-	-	-	
		END BAL	25.00	25.00	25.00	25.00	25.00	25.00	25.00	X
		RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) (FCNB)		PREV BAL	69,792.78	25.00	25.00	25.00	25.00	72,961.95	25.00	
INTERNAL - 0571		CKS/DR	36,270.94	-	-	-	-	72,936.95	-	
GRANTS		DEP/CR	-	-	-	-	72,936.95	-	-	
		END BAL	33,521.84	25.00	25.00	25.00	72,961.95	25.00	25.00	X
		RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) - 0911		PREV BAL	37,490.27	11,655.11	11,930.11	11,930.11	12,255.11	12,255.11	12,255.11	
PARK		CKS/DR	-	-	-	-	-	-	-	
CONTRIBUTION		DEP/CR	-	275.00	-	325.00	-	-	250.00	
		INT/CR	-	-	-	-	-	-	-	
		END BAL	37,490.27	11,930.11	11,930.11	12,255.11	12,255.11	12,255.11	12,505.11	X
		RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) - 2318		PREV BAL	58,336.72	58,372.69	58,384.68	58,397.08	58,409.08	58,421.48	58,433.88	
WWTP		CKS/DR	-	-	-	-	-	-	-	
		DEP/CR	-	-	-	-	-	-	-	
		INT/CR	12.39	11.99	12.40	12.00	12.40	12.40	12.01	
		END BAL	58,349.11	58,384.68	58,397.08	58,409.08	58,421.48	58,433.88	58,445.89	X
		RATE	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	
UBB (FSBC) (FCNB)		PREV BAL	8,311.23	8,314.31	10,396.51	10,397.83	10,399.11	10,400.43	10,401.75	
CONSERV		CKS/DR	-	-	-	-	-	-	-	
TRUST 0857		DEP/CR	-	2,080.96	-	-	-	-	-	
		INT/CR	1.06	1.24	1.32	1.28	1.32	1.32	1.28	
		END BAL	8,312.29	10,396.51	10,397.83	10,399.11	10,400.43	10,401.75	10,403.03	X
		RATE	0.15%	0.15%	0.15%	0.15%	0.14%	0.15%	0.15%	
UBB (FSBC) - 0563		PREV BAL	13,165.24	13,170.12	13,171.74	13,173.42	13,175.04	13,176.72	13,178.40	
SPACE TO		CKS/DR	-	-	-	-	-	-	-	
CREATE		DEP/CR	-	-	-	-	-	-	-	
		INT/CR	1.68	1.62	1.68	1.62	1.68	1.68	1.62	
		END BAL	13,166.92	13,171.74	13,173.42	13,175.04	13,176.72	13,178.40	13,180.02	X
		RATE	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	

BANK BALANCES 2021

BANK	ACCOUNT	JAN	APR	MAY	JUNE	JULY	AUG	SEP	X
INVESTMENT ACCOUNTS									
UBB (FSBC) - 3637	PREV BAL	335,136.20	253,211.73	453,315.26	503,441.04	863,213.17	863,433.11	1,036,629.86	
MMKT	CKS/DR	-	-	-	-	-	-	-	
RESERVE	DEP/CR	-	200,000.00	50,000.00	359,616.40	-	172,936.95	75,000.00	
	INT/CR	85.39	103.53	125.78	155.73	219.94	259.80	268.55	
	END BAL	335,221.59	453,315.26	503,441.04	863,213.17	863,433.11	1,036,629.86	1,111,898.41	X
RATE		0.30%	0.300%	0.300%	0.300%	0.300%	0.300%	0.300%	
COLO	PREV BAL	1,757,660.74	1,758,031.00	1,758,113.95	1,758,199.56	1,758,257.58	1,758,306.35	1,758,345.41	
TRUST	CKS/DR	-	-	-	-	-	-	-	
PLUS+	DEP/CR	-	-	-	-	-	-	-	
INVESTMENT	INT/CR	157.43	82.95	85.61	58.02	48.77	39.06	26.23	
	END BAL	1,757,818.17	1,758,113.95	1,758,199.56	1,758,257.58	1,758,306.35	1,758,345.41	1,758,371.64	
AVG RATE		0.11%	0.06%	0.06%	0.04%	0.03%	0.03%	0.24%	X
UBB (14) (FSBC)	PREV BAL	202,226.89	202,500.76	202,500.76	202,500.76	202,780.73	202,780.73	202,780.73	
18MO	CKS/DR	-	-	-	-	-	-	-	
CD-2143	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	-	-	-	279.97	-	-	279.96	
	END BAL	202,226.89	202,500.76	202,500.76	202,780.73	202,780.73	202,780.73	203,060.69	X
AVG RATE		0.55%	0.55%	0.55%	0.55%	0.55%	0.55%	0.35%	
UBB (31) (FSBC)	PREV BAL	255,051.53	255,051.53	255,051.53	255,051.53	255,051.53	259,811.11	259,811.11	
18MO	CKS/DR	-	-	-	-	-	-	-	
CD-2143	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	-	-	-	-	4,759.58	-	-	
	END BAL	255,051.53	255,051.53	255,051.53	255,051.53	259,811.11	259,811.11	259,811.11	X
AVG RATE		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	0.40%	
LINE-OF-CREDIT									
UBB (FSBC)	PREV BAL	-	-	-	-	-	-	-	
LOC	CKS/DR	-	-	-	-	-	-	-	
\$200,000.00	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	-	-	-	-	-	-	-	
	END BAL	-	-	-	-	-	-	-	X
AVG RATE									
	TOTAL PREV BAL	2,851,002.80	2,827,035.60	2,878,900.52	3,033,101.71	3,353,077.83	3,460,866.44	3,534,971.86	
	TOTAL CKS/DR	470,278.55	455,448.23	247,440.34	612,523.38	365,542.52	430,368.68	306,523.28	
	TOTAL DEP/CR	314,428.55	507,111.82	401,414.74	931,990.88	468,287.44	504,159.84	449,493.42	
	TOTAL INT/CR	257.95	201.33	226.79	508.62	5,043.69	314.26	589.65	
	TOTAL 2021 ACCOUNTS	2,695,410.75	2,878,900.52	3,033,101.71	3,353,077.83	3,460,866.44	3,534,971.86	3,678,531.65	
	TOTAL 2020 ACCOUNTS	2,498,095.32	4,222,013.58	2,766,714.22	2,844,095.58	2,838,734.18	2,859,369.34	2,808,076.56	
	TOTAL 2019 ACCOUNTS	1,952,778.56	2,268,526.46	2,560,627.61	2,606,146.61	2,665,999.92	2,668,988.15	2,554,128.62	
	TOTAL 2018 ACCOUNTS	2,243,850.59	2,758,682.91	2,787,133.34	2,909,775.06	2,883,634.79	2,888,148.39	2,489,282.80	
	TOTAL 2017 ACCOUNTS	1,916,629.29	2,027,530.45	2,363,845.59	2,079,469.54	2,015,506.17	1,857,731.32	2,565,761.51	
	TOTAL 2016 ACCOUNTS	987,595.88	1,523,989.77	1,917,756.35	1,967,252.20	1,874,857.87	1,894,042.44	1,883,051.68	
	TOTAL 2015 ACCOUNTS	1,653,400.33	2,000,000.74	1,759,581.96	1,718,267.39	1,593,788.44	1,677,560.21	1,550,452.03	
	TOTAL 2014 ACCOUNTS	2,036,560.85	2,046,353.56	2,069,077.88	2,002,370.22	1,956,418.34	1,991,633.33	2,054,088.02	
	TOTAL 2013 ACCOUNTS	2,361,290.03	2,323,916.46	2,320,709.32	2,286,978.98	1,978,090.95	1,887,185.49	2,153,583.57	
	TOTAL 2012 ACCOUNTS	2,362,402.55	2,213,216.49	2,202,233.11	2,152,976.82	2,357,742.26	2,373,017.68	2,356,132.02	
	2020 VS 2021	197,315.43	(1,343,113.06)	266,387.49	508,982.25	622,132.26	675,602.52	870,455.09	

AGENDA SUMMARY FORM

	Disbursements		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear:	Trustee Budinger:	Trustee Johnson:
Trustee Knutson:	Trustee Meck:	Trustee Pattison:	Mayor Bachran:

October 22, 2021

FOR: 10/26/2021

UBB OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		271,425.37
ACCOUNTS PAYABLE	10/08/21 - 10/22/21	(33,059.02)
LOAN PAYMENT	WPA-D08F212-DUE 11/1/2021-APPROVED 10/12/21	(11,671.70)
NORRIS RETIREMENT PAYMENT	SCHEDULED 10/26/2021-APPROVED 10/12/21	(1,680.00)
CHASE CREDIT CARD	09/24/21 - 10/23/21	
AMAZON	APPROVED 10/12/21	(26.47)
TRANSFER TO SUMMIT		(130,000.00)
TRANSFER TO PAYROLL	10/22/2021	(20,893.20)
PAYROLL TAXES	10/22/2021	(21,450.72)
BALANCE AFTER PAYMENT		52,644.26

1 

UBB SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		1161.898.41
TRANSFER FROM OPS		(130,000.00)
TRANSFER FROM INT. GRANTS		-
CURRENT FSBC PAYROLL BALANCE		25.00
TRANSFER FROM OPS		20,893.20
PAYROLL (DIRECT DEPOSIT)	10/22/2021	(20,893.20)
BALANCE AFTER PAYMENT		(109,081.80)

1 

UBB INTERNAL GRANT DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT INTERNAL GRANT BALANCE		25.00
BALANCE AFTER PAYMENT		25.00



	BANK BALANCES			DESCRIPTION
	FSBC	COLOTRUST	TOTAL	
As of: 10/22/2021				
GENERAL		532,363.33		COMBINED FUNDS
SEWER RESTRICTED		530,452.70		PROPERTY SALE-RESTRICTED
DEBT RESERVE		106,884.16		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		588,671.45		BRIDGE RESERVE
CONS.TRUST	10,403.03			RESTRICTED TO PARK USE ONLY
GRANT PASS THRU	25.00			PLACE HOLDER-COMBINED FUNDS
INT GRANT	25.00			MOVING TO CD-AMKO BOND RESERVE
OPS	294,396.61			COMBINED FUNDS
PARK CONTRIBUTIONS	12,505.11			SPECIFIC PARK PROJECTS
PAYROLL	25.00			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	13,180.02			SPACE TO CREATE ONLY
SUMMIT	1161.898.41			COMBINED FUNDS
WWTP	58,445.89			OLD SEWER REHAB ONLY
CD#2-402	203,060.69			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	260,073.18			COMBINED FUNDS
	852,139.53	1,758,371.64	2,610,511.17	

	CASH POSITION			DESCRIPTION
	COMBINED	RESTRICTED	TOTAL	
As of: 10/22/2021				
GENERAL	532,363.33			
SEWER RESTRICTED		530,452.70		RESTRICTED TO SEWER CAPITAL PROJECT
DEBT RESERVE		106,884.16		RESTRICTED LOAN REQUIRMENT
BRIDGE RESERVE		588,671.45		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		10,403.03		RESTRICTED TO PARK CAPTIAL PROJECT
GRANT PASS THRU	25.00			
INT GRANT		25.00		RESTRICTED LOAN REQUIREMENT
OPS	294,396.61			
PARK CONTRIBUTIONS		12,505.11		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	25.00			
SPACE-TO-CREATE		13,180.02		SPACE TO CREATE ONLY
SUMMIT	1161.898.41			
WWTP		58,445.89		OLD SEWER REHAB ONLY
CD#2-402	203,060.69			
CD#3-2578	260,073.18			
	1,289,943.81	1,320,567.36	2,610,511.17	

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt	
10/27/2021	987	Black Hills Energy	10-21	408.46	.00	.00	408.46	✓			UTILITIES
10/27/2021	14	Bolinger & Queen I	97749/1	24.42	.00	.00	24.42	✓			WATER LEAK
10/27/2021	430	Bryant Clearwater	103121	600.00	.00	.00	600.00	✓			DELIVERY & INSTALL
10/27/2021	22	CDPHE	WU22111220	1,501.00	.00	.00	1,501.00	✓			ANNUAL PERMIT
10/27/2021	22	CDPHE	WU22111249	580.00	.00	.00	580.00	✓			ANNUAL PERMIT
10/27/2021	22	CDPHE	WU22111302	92.00	.00	.00	92.00	✓			ANNUAL PERMIT
10/27/2021	23	CIRSA	211781	350.00	.00	.00	350.00	✓			BOND RENEWAL
10/27/2021	23	CIRSA	211875	258.86	.00	.00	258.86	✓			ADDED EQUIPMENT P&C COVERAGE
10/27/2021	24	City of Delta	090221	522.00	.00	.00	522.00	✓			SEWER SAMPLES
11/27/2021	673	City Of Grand Junc	2021-000742	125.00	.00	.00	125.00	✓			SEWER SAMPLES
10/27/2021	1183	Column Software	31BOBE9C-0	71.64	.00	.00	71.64	✓			LEGAL NOTICES
10/27/2021	1183	Column Software	3E4B889A-0	27.53	.00	.00	27.53	✓			LEGAL NOTICES
10/27/2021	1183	Column Software	5DDC6531-0	30.73	.00	.00	30.73	✓			LEGAL NOTICES
10/27/2021	1183	Column Software	61503A55-00	27.53	.00	.00	27.53	✓			LEGAL NOTICES
10/27/2021	1183	Column Software	6BDE5475-0	27.53	.00	.00	27.53	✓			LEGAL NOTICES
10/27/2021	1183	Column Software	FA847207-00	28.60	.00	.00	28.60	✓			LEGAL NOTICES
10/27/2021	43	Delta Montrose Ele	101821	2,787.94	.00	.00	2,787.94	✓			UTILITIES
10/27/2021	43	Delta Montrose Ele	OCT-21	1,664.99	.00	.00	1,664.99	✓			UTILITIES
10/27/2021	48	Don's Market	01-1327469	5.79	.00	.00	5.79	✓			SHOP SUPPLIES
10/27/2021	48	Don's Market	01-1329791	26.98	.00	.00	26.98	✓			PARK SUPPLIES
10/27/2021	368	Double J Disposal	47211	241.00	.00	.00	241.00	✓			PARK PORTA POTTIES
10/27/2021	368	Double J Disposal	47212	96.00	.00	.00	96.00	✓			1MG PORTA POTTY
10/27/2021	1221	ENVIRO-CHEM A	14170294	68.00	.00	.00	68.00	✓			SEWER SAMPLES
10/27/2021	1112	Forterra Pipe & Pr	GJ00008809	7,839.00	.00	.00	7,839.00	✓			VALVE VAULT BOX
10/27/2021	82	High Country Shop	91287	110.20	.00	.00	110.20	✓			CLASSIFIED AD
10/27/2021	645	Mail Services, LLC	1808306	454.98	.00	.00	454.98	✓			BLUE POST CARDS
10/27/2021	1223	Mesa County Sheri	102021	450.00	.00	.00	450.00	✓			PD TRAINING
10/27/2021	995	Municipal Code Co	00365005	2,200.00	.00	.00	2,200.00	✓			ANNUAL RENEWAL
10/27/2021	1119	Peak Alarm Co., In	1149932	300.00	.00	.00	300.00	✓			ANNUAL INSPECTION
10/27/2021	1224	Rhinehart Oil Co.,L	CP-054072-2	728.18	.00	.00	728.18	✓			FUEL (WAS MASTER PETROLEUM)
10/27/2021	737	Ricoh USA Inc	35665879	127.42	.00	.00	127.42	✓			COPIER CONTRACT
10/27/2021	145	Robert's Enterprise	092421	200.00	.00	.00	200.00	✓			HARVEST FEST DUMPSTERS
10/27/2021	931	Roop Excavating L	1183	1,930.00	.00	.00	1,930.00	✓			WATER LEAK
10/27/2021	931	Roop Excavating L	1184	480.00	.00	.00	480.00	✓			WATER LEAK
10/27/2021	931	Roop Excavating L	1185	640.00	.00	.00	640.00	✓			VALVE VAULT BOX
10/27/2021	1170	Shums Coda Asso	14846	1,980.00	.00	.00	1,980.00	✓			BUILDING INSPECTOR-PLAN REVIEWS
10/27/2021	1170	Shums Coda Asso	14847	1,085.00	.00	.00	1,085.00	✓			BUILDING INSPECTOR-INSPECTION SERVICES
10/27/2021	1170	Shums Coda Asso	14848	1,080.00	.00	.00	1,080.00	✓			BUILDING INSPECTOR-CONSULTING SERVICES
10/27/2021	152	Southwestern Syst	202959	957.50	.00	.00	957.50	✓			WATER LEAK
10/27/2021	156	TDS Telecom	10-2021	226.53	.00	.00	226.53	✓			TELEPHONE & INTERNET
10/27/2021	861	The Paper-Clip LL	2042013-0	239.07	.00	.00	239.07	✓			OFFICE SUPPLIES
10/27/2021	162	United Companies	1430457	936.69	.00	.00	936.69	✓			ROAD REPAIR
10/27/2021	441	USA Blue Book	744695	1,352.81	.00	.00	1,352.81	✓			SAMPLING EQUIPMENT/PUMP SUPPLIES
10/27/2021	1110	Valentine, John	1	110.48	.00	.00	110.48	✓			REIMBURSEMENT (TREE BOARD)
10/27/2021	165	Valley Machine LL	10521	65.16	.00	.00	65.16	✓			DUMP TRUCK REPAIR
Grand Totals:			45	33,059.02	.00	.00	33,059.02				

Cash Requirements Summary

Employee Number	Name	85-00 Net Pay Emp Amt
1053	Beardslee, Dominic D	1,332.99
1056	Cecil, Raymond Cole	1,091.64
1052	Edwards, Roger	965.93
1002	Ferguson, J. Corinne	2,257.55
1026	Heiniger, Kaden D	1,117.43
1022	Hinyard, Patrick	1,343.13
1012	Huffman, Julie J	484.84
1001	Jones, Cynthia	1,765.50
1050	Loberg, Travis	2,056.74
1055	McCallister, Johnathan M	3,058.01
1003	Mojarro-Lopez, Amanda	1,017.31
1051	Reich, Dennis	982.81
1057	Rose, Clinton A.	1,129.44
1021	Winnett, Lorin E	1,231.80
1004	Wuollet, Candice C	1,058.08

Grand Totals: 15 20,893.20



Report Criteria:
 Unpaid transmittals included
 Begin Date: ALL
 End Date: ALL

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
2							
2	IRS Tax Deposit		10/15/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,456.11
2	IRS Tax Deposit		10/15/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,456.11
2	IRS Tax Deposit		10/15/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	394.07
2	IRS Tax Deposit		10/15/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	394.07
2	IRS Tax Deposit		10/15/2021	76-00	Federal Tax Deposit Federal Withhold	10-0216	2,136.35
Total 2:							✓ 5,836.71
4							
4	Aflac		10/01/2021	63-01	Aflac Pre-Tax Pay Period: 10/1/2021	10-0225	136.50
4	Aflac		10/01/2021	63-02	Aflac After Tax Pay Period: 10/1/2021	10-0225	24.90
4	Aflac		10/15/2021	63-01	Aflac Pre-Tax Pay Period: 10/15/2021	10-0225	136.50
4	Aflac		10/15/2021	63-02	Aflac After Tax Pay Period: 10/15/2021	10-0225	24.90
Total 4:							✓ 322.80
6							
6	Colorado Dept of Labor		10/01/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	80.10
6	Colorado Dept of Labor		10/15/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	84.73
Total 6:							✓ 164.83
9							
9	Colorado Dept of Revenue		10/01/2021	77-00	State Withholding Tax Pay Period: 10/	10-0217	842.00
9	Colorado Dept of Revenue		10/15/2021	77-00	State Withholding Tax Pay Period: 10/	10-0217	901.00
Total 9:							✓ 1,743.00
30							
30	Empower Retirement		10/15/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	604.20
30	Empower Retirement		10/15/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	931.20
30	Empower Retirement		10/15/2021	51-02	Retirement Plan Retirement Loan Pa	10-0220	310.47
Total 30:							✓ 1,845.87
33							
33	FPPA - Fire & Police Pensi		10/15/2021	50-00	FPPA Pay Period: 10/15/2021	10-0219	432.40
33	FPPA - Fire & Police Pensi		10/15/2021	50-00	FPPA Pay Period: 10/15/2021	10-0219	319.60
33	FPPA - Fire & Police Pensi		10/15/2021	90-00	Death & Disability Pay Period: 10/15/	10-0219	112.80
Total 33:							✓ 864.80
70							
70	Rocky Mountain HMO		10/01/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	251.84
70	Rocky Mountain HMO		10/01/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	4,155.14
70	Rocky Mountain HMO		10/01/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	96.55
70	Rocky Mountain HMO		10/01/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	596.41
70	Rocky Mountain HMO		10/01/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	133.80
70	Rocky Mountain HMO		10/01/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	3,356.42
70	Rocky Mountain HMO		10/01/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	93.98
70	Rocky Mountain HMO		10/01/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	874.38

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Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
70	Rocky Mountain HMO		10/15/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	251.84
70	Rocky Mountain HMO		10/15/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	96.55
70	Rocky Mountain HMO		10/15/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	133.80
70	Rocky Mountain HMO		10/15/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	93.98
70	Rocky Mountain HMO		10/15/2021	60-01	Adjustment	10-0223	.04-
Total 70:							✓ 10,134.65
71							
71	The Harford		10/01/2021	65-01	Group#013307460001 Hartford Basic	10-0226	23.32
71	The Harford		10/01/2021	65-02	Group#013307460001 Hartford Suppl	10-0226	25.16
71	The Harford		10/01/2021	65-03	Group#013307460001 Hartford Disab	10-0226	100.25
71	The Harford		10/15/2021	65-02	Group#013307460001 Hartford Suppl	10-0226	25.14
71	The Harford		10/15/2021	65-01	Adjust for Term Employees	10-0226	28.88-
Total 71:							✓ 144.99
73							
73	Delta Dental of Colorado		10/01/2021	60-05	Dental RMHMO - Dental Pay Period:	10-0223	256.90
73	Delta Dental of Colorado		10/15/2021	60-05	Dental RMHMO - Dental Pay Period:	10-0223	256.96
73	Delta Dental of Colorado		10/15/2021	60-05	Adjustment	10-0223	106.40-
Total 73:							✓ 407.46
75							
75	VSP Insurance CO (CT)		10/01/2021	60-04	RMHMO - Vision Pay Period: 10/1/20	10-0223	113.35
75	VSP Insurance CO (CT)		10/15/2021	60-04	RMHMO - Vision Pay Period: 10/15/2	10-0223	92.46
75	VSP Insurance CO (CT)		10/15/2021	60-04	Adjustment	10-0223	55.37-
Total 75:							✓ 150.44
Grand Totals:							✓ 21,615.55

Report Criteria:

Unpaid transmittals included
 Begin Date: ALL
 End Date: ALL

0 * *

5,835.71+
 322.80+
 1,743.00+
 1,845.87+
 864.80+
 10,134.65+
 144.99+
 407.46+
 151.44+

009

21,450.72*

AGENDA SUMMARY FORM

	Minutes: 10/12/2021 Regular Meeting 07/12/2021 Special Meeting 08/03/2021 Special Meeting		
Summary:			
Notes: While updating minutes for online publication it was noted the two special minutes have not been approved by the Board. Thank you.			
Possible Motions: Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

TOWN OF PAONIA



Regular Town Board Meeting, October 12, 2021

Work Session, October 12, 2021

MAYOR AND CITY COUNCILMEMBERS

**Mayor Bachran
Trustee Knutson
Trustee Budinger
Trustee Pattison
Trustee Johnson
Trustee Meck
Trustee Bear**

October 12, 2021,

Work Session Minutes

5:00 pm

Mayor Mary Bachran called the Work Session Meeting of the Town of Paonia to order at 5:00 pm. A link to the formal video of the Special Meeting - <https://www.youtube.com/watch?v=NOKWeopn8UY>

ROLL CALL:

Mayor Bachran asked Deputy Clerk Amanda Mojarro to call the roll.

Deputy Clerk Amanda Mojarro called the roll and those present were Mayor Bachran, Trustee Bear, Trustee Knutson, Trustee Johnson, and Trustee Meck, Trustee Budinger, and Trustee Pattison was absent.

Budget Workshop:

Discussion ensued regarding the general fund revenue for property taxes, sales tax, legal service spreadsheet, administration expenditures spreadsheet, building revenue spreadsheet, public safety, parks, streets, street capital, sidewalk revenue, expenditures spreadsheets, pass through grant fund spreadsheet, and conservation trust fund spreadsheet. Discussed the water, sewer, trash fund spreadsheets, and the cost-of-living spreadsheet. The next meeting will continue the budget discussion.

ADJOURNMENT:

The Work Session Meeting was adjourned at 6:17 pm.

October 12, 2021,

Regular Meeting Minutes

6:30 pm

Mayor Mary Bachran called the Regular Meeting of the Town of Paonia to order at 6:30 pm.

ROLL CALL:

Mayor Bachran asked Deputy Clerk Amanda Mojarro to call the roll.

Deputy Clerk Mojarro called the roll and those present were Mayor Bachran, Trustee Bear, Trustee Knutson, Trustee Johnson, and Trustee Meck, Trustee Budinger and Trustee Pattison was absent.

Approval of the Agenda:

Trustee Bear moved to approve the agenda as presented, seconded by Trustee Budinger Motion passed unanimously.

Announcements:

Mayor Bachran proceeded to read out loud Trustee Pattison's letter sent by email.

Visitors and Guest:

TOWN OF PAONIA



Bill Brunner commented regarding why the moratorium and inventory items have not been on the agenda to be discussed. Shirin Patterson commented regarding parking on Rio Grande. Suzanne Watson commented regarding the open seat for the Planning Commission.

Delta Area Chamber of Commerce: No appearance.

Staff Reports:

Town Administrator Corinne Ferguson report will be included in the next meeting packet. The police blotter and water usage for the two (2) and one (1) million tank were provided.

Town Attorney Nerlin no report was provided.

Disbursements:

Trustee Budinger moved to approve disbursements as presented, seconded by Trustee Johnson. Motion unanimously passed.

Consent Agenda

Regular Minutes – 09/28/21

Special Minutes – 09/30/21

Liquor License Renewal – Berg Harvest Mercantile

Trustee Bear moved to approve the consent agenda as presented, seconded by Trustee Budinger. Motion unanimously passed.

Unfinished Business

Continued Board Consideration of Parliamentary & Mayor Roles and Responsibilities – Included for Review – CML Kevin Bommer Correspondence & Administrator Job Description:

Trustee Budinger moved to allow the mayor to participate in the grant process, writing, and to be brought before the Board, seconded by Trustee Johnson. Motion passed with four (4) ayes and one (1) nay.

Trustee Johnson moved to make sure all grants the mayor works on be brought before the Board, seconded by Trustee Budinger. Motion unanimously passed.

Surplus Item List: Town Clerk/Administrator Ferguson presented the Board with a list of the surplus items to be auctioned off and provided an explanation of the process. The public commented to add more description of the surplus items. No action was taken.

New Business

Western Slope Conservation Center – Comment Letter Regarding Grand Mesa, Uncompahgre, and Gunnison National Forest Plan Revision:

Trustee Johnson moved to approve the comment letter as provided by the Western Slope Conservation Center, seconded by Trustee Budinger. Motion passed with four (4) ayes and one (1) nay.

Turner Ditch Habitat Project Overview – Paonia Wastewater Treatment Plant:

Paul Maudlin and Michael Zeeman gave a presentation regarding the Turner Ditch habitat project on lands owned by the Town near the wastewater treatment plant. No action was taken.

Town Treasurer Position Description:

Trustee Bear moved to direct the Town Attorney to come back with suggestions regarding something that focuses on the financial oversight, seconded by Trustee Johnson. Motion unanimously passed.

TOWN OF PAONIA



Ordinance 2021-08 Revised Ordinance Regarding Dog Shelter/Impound:

Trustee Budinger moved to accept the Ordinance 2021-08 Revised Ordinance Regarding Dog Shelter/Impound with the change of “shall” to “may”, seconded by Trustee Johnson. Motion unanimously passed.

Brownfield Assessment Award – Twin Lakes Property – Information Only: This item was information only regarding the award from Brownfield of a zero-cost of the Twin Lakes property. Mayor stated this is to test the property to see if it has been remediated correctly. No action was taken.

CDOT Grant submittal – 5th Street & Grand Avenue Intersection and Continuation of Grand Avenue Sidewalk to Paonia K-8: Mayor Bachran discussed the reasons why the Town was not granted the grant and will re-apply in the future again. No action

Town of Paonia Recognized Holidays for 2022:

Trustee Bear moved to keep the current holidays as listed, seconded by Trustee Meck. Motion unanimously passed.

Mayor’s Report

Nothing to report.

ADJOURNMENT:

The Regular Council Meeting was adjourned at 8:55 pm.

Amanda Mojarro, Deputy Clerk

Mary Bachran, Mayor

DRAFT

TOWN OF PAONIA



Special Town Board Meeting, July 12, 2021
MAYOR AND CITY COUNCIL MEMBERS

Mayor Bachran
Trustee Knutson
Trustee Budinger
Trustee Pattison
Trustee Johnson
Trustee Meck
Trustee Bear

July 12, 2021, **Special Session Minutes** **5:00 pm**

Mayor Mary Bachran called the Work Session Meeting of the Town of Paonia to order at 5:13 pm. A formal video of the Work Session and Regular Meeting link - <https://www.youtube.com/watch?v=WcXknY0HwmY>

ROLL CALL:

Mayor Mary Bachran asked Deputy Clerk Amanda Mojarro to call the roll.

Deputy Clerk Mojarro was not in the room and Town Administrator Ferguson called the roll and those present were Mayor Bachran, Trustee Bear, Trustee Pattison, Trustee Knutson, Trustee Budinger, Trustee Johnson and Trustee Meck.

CIRSA Presentation – Best Practices: A slideshow presentation by Sam Light with CIRSA topics of discussion were: The importance of the commitment to the Role of Public Official, Commit to Transparency, Protect the Town’s Confidence, Commit to Running Good Meeting, Commit to Ethical Conduct, Commit to Supporting the Town Structure, Commit to Providing Due Process, Sam Light discussed the tips for Quasi-Judges, and Embrace Wise Leadership. Attachments for each item presented was included in the packet.

Adjournment

The Special Meeting was Adjourned at 7:19 pm by Mayor Bachran.

Amanda Mojarro, Deputy Clerk

Mary Bachran, Mayor

TOWN OF PAONIA



Special Board Meeting, Aug 03, 2021
MAYOR AND TOWN COUNCIL MEMBERS

Mayor Bachran
Trustee Knutson
Trustee Budinger
Trustee Pattison
Trustee Johnson
Trustee Meck
Trustee Bear

August 03, 2021, **Special Board Minutes** **5:30 pm**

Mayor Mary Bachran called the Special Meeting of the Town of Paonia to order at 5:30 pm. A link to the formal video of the Special Meeting - <https://www.youtube.com/watch?v=i1BvbcjWRMM>

ROLL CALL:

Mayor Mary Bachran asked **Deputy Clerk Amanda Mojarro** to call the roll.

Deputy Clerk Mojarro was not in the room and Town Administrator Ferguson called the roll and those present were **Mayor Bachran, Trustee Bear, Trustee Pattison, Trustee Knutson, Trustee Budinger, and Trustee Meck. Trustee Johnson was absent.**

1. Approval of the Agenda:

Trustee Bear moved to approve the agenda as presented, seconded by Trustee Knutson. A verbal was taken with all Trustee voting “Aye,” motion passed.

2. Announcements:

None.

New Business

Paonia Skate-Park Project Update and Location Commitment Request – Jay Canode.

Jay Canode updated and presented the Board with the new site plan for the skate-park to formally request commitment to a location. Multiple comments were made by the Board related to this project and suggestion were made. Six public members commented on this item.

TOWN OF PAONIA



Trustee Knutson moved to approve the Paonia Action Park Site Plan draft presented and the in-kind contribution that was committed to, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting “Aye,” motion passed.

Trustee Meck moved to amend the motion to put a plan in place to mitigate noise, seconded Trustee Bear. A verbal vote was taken with (2) two Trustees voting “Aye”, and (3) three voting “Nay”, Trustee Budinger, Trustee Pattison, and Trustee Knutson. Motion failed.

ADJOURNMENT:

The Regular Council Meeting was adjourned at 6:00 pm.

Amanda Mojarro, Deputy Clerk

Mary Bachran, Mayor

AGENDA SUMMARY FORM



Alley Access Property Deed to Town

Summary:

Lori Mason – Owner of Double Shot Twins – requests to deed alley access easement on property located at 215 North Fork Avenue to Town at no cost.

Notes:

The easement area has been historically used to access the alley between North Fork Avenue and Orchard Avenue.

Possible Motions:

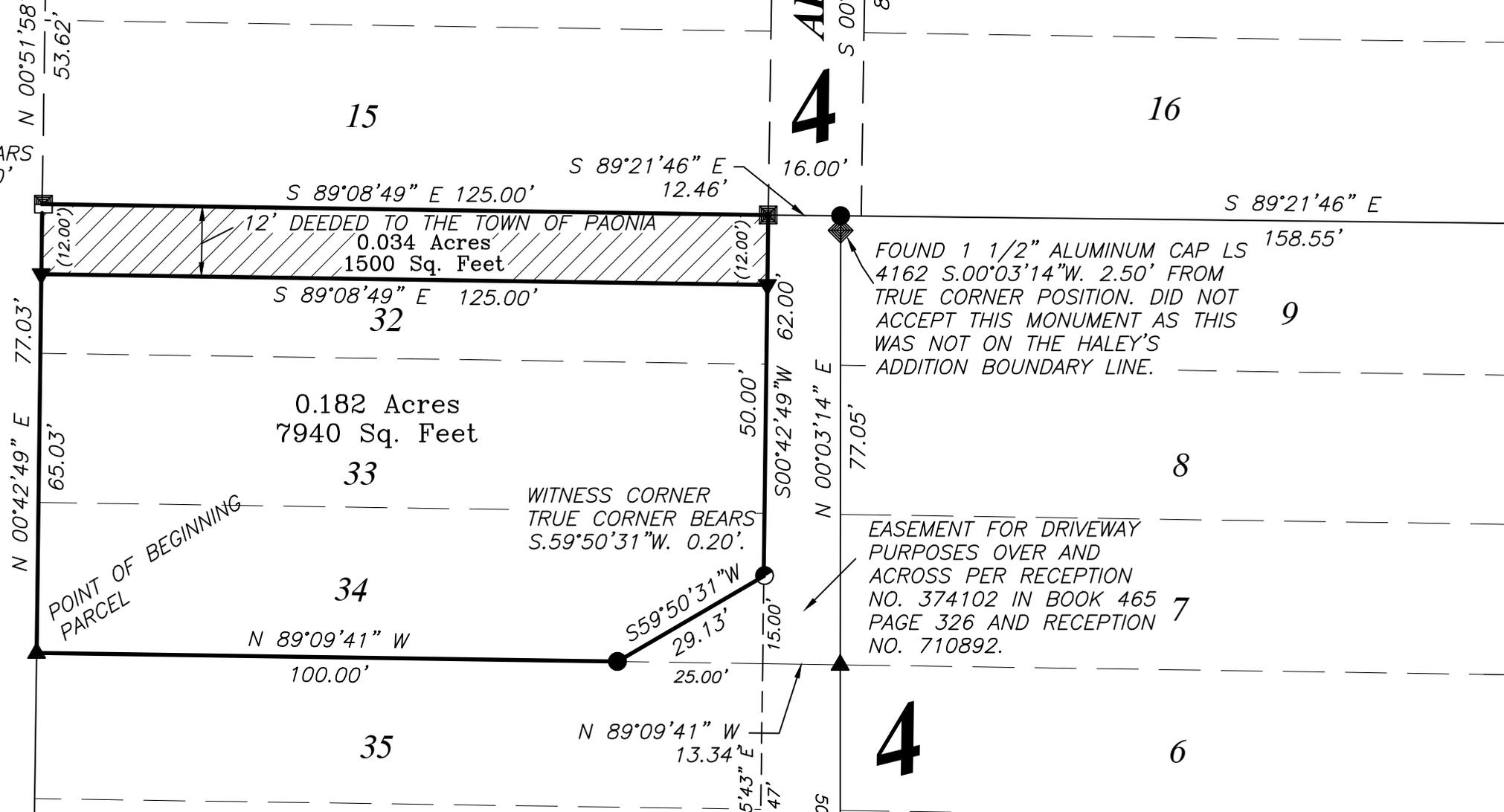
Motion by: _____ 2nd: _____ vote: _____

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

NOTE:
 THE 20' NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS
 AND EGRESS TO THE PUBLIC SHOWN ON "BOUNDARY
 SURVEY PREPARED FOR 215 NORTH FORK, LLC, A
 COLORADO CORPORATION, RECORDED AUGUST 14, 2019
 UNDER RECEPTION NO. 2017930" IS HEREBY VACATED BY
 THIS PLAT.

WITNESS CORNER
 TRUE CORNER BEARS
 N.89°08'49"W 0.20'

AVE.



AGENDA SUMMARY FORM

	Boettcher Grant - Project Approval		
<p>Summary: Request to expend remaining Boettcher Funds on Auto/Pedestrian Sign Kiosk and art installations on Grand Avenue.</p>			
<p>Notes:</p> <p>Staff met with representatives from the Paonia Creative District to discuss the final projects for the remaining funds in the amount of \$5,768.90.</p> <p>The proposed use is approximately \$5,600 for the kiosk directional sign as designed and approved through the Wayfinding Program in 2018 – for fabrication by Ira Houseweart Metalworks to stay in line with the River Park, Town Park, and Poulos Park sign design.</p> <p>Any funds left following fabrication of the sign would be put toward additional pedestal art installations along Grand Avenue – locations to be determined.</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2nd: _____ vote: _____</p>			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

October 22, 2021



Auto/Pedestrian/Kiosk Signs

AGENDA SUMMARY FORM

	<p>Paonia Bulk Fill Station Analysis</p>		
<p>Summary: Analysis of Bulk Fill Station.</p>			
<p>Notes:</p> <p>Attached.</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2nd: _____ vote: _____</p>			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

October 22, 2021

Bulk Fill Station Analysis:

The bulk fill station update, completed in May 2021 cost \$19,430 – this does not include staff time for installation, i.t. service time for technical support, or staff time to maintain accounts.

To date there are 2 non-paying accounts (Town and Volunteer Fire Dept) 6 commercial/industrial accounts, and 38 residential accounts – all of which pay the same rates for water. \$3 per 100 gallons.

With an average 5-year life expectancy for equipment before needing maintenance/upgrades the Town will have to sell a minimum of 161,534 gallons at \$3 per 100 gallons a year over 5 years to pay for this fill system. This does not include any accounting for inflation or depreciation, or replacement reserves.

Over the last eight months 77,290 gallons have been sold. Annualized Town will sell approximately 116,000 gallons via the bulk fill station this year, leaving a year one deficit of 16,037 gallons.

At the current rates, with no changes in any cost, over a five-year period, the Town may be subsidizing the bulk fill station up to \$2,400.

Cost Comparison:

In-Town Residential user monthly:

Base Rate: \$32.00
1000 gallons: \$2.40
TOTAL: \$34.40

In-Town Commercial user monthly:

Base Rate: \$42.00
1000 gallons: \$2.40
TOTAL: \$44.40

Out-of-Town Residential User monthly:

Base Rate: \$32.00
1000 gallons: \$2.40
TOTAL: \$34.40

Out-of-Town Commercial user monthly:

Base Rate: \$57.00
1000 gallons: \$2.40
TOTAL: \$59.40

Bulk fill user:

Base Rate: \$0
1000 gallons: \$30.00
TOTAL: \$30.00



Enterprise Fund - Water Preliminary Priority List

Summary:

Based on staff field knowledge and the JDS Hydro DRAFT analysis, attached is the staff preliminary water enterprise fund priority list and list provided by Trustee Meck at the 10/12/21 regular meeting.

Notes:

There has been significant comment and discussion regarding the short/long-term strategic plan for the different funds for the Town. While there has not been a single, presentable document – which staff has been working to remedy – there has been a forward-thinking process and directions being taken.

Please accept this list of priority documents as an integral piece to the strategic plan forthcoming.

Staff anticipates continued discussion of this list following the RCAC Cost of Services Analysis of the Water Fund work session – November 2, 2021.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

Enterprise Fund - Water Preliminary Priority List

Key:

Priority 1 = 1 to 3 years

Priority 2 = 3 to 5 years

Priority 3 = 5 to 10 years

1. Installation of altitude valve in 2021/2022 (\$40,000) to follow completion of engineering in 2021 (\$10,000). **Priority 1**
2. Line Lamborn Mesa Storage Tank (\$825,000) in 2022. **Priority 1**
3. Replacement/repair of Pressure Reducing Valves (PRV): There are 9 vaults with 16 PRV's. Four PRVs need repaired/replaced (\$35,000 to \$50,000). Seven have been repaired/replaced. Five are in working order. **Priority 1**
4. Contract draft master for plant SCADA plan/software analysis **Priority 2**
5. Hire attorney to shore up water springs / storage rights **Priority 1**
6. Continue budgeting for annual repair/replacement of spring line collection pipes – est. Cost \$800,000 with an annual budget allocation of \$50,000 recommended, currently budgeting \$30,000 **Priority 1**
7. Development of Water Capital Improvement / Master Plan - following Comprehensive Plan Update **Priority 2**
8. Install raw water flow meter at 2MG plant On-site – 2021. No meter replacement needed at 1MG plant.
9. Water Loss Analysis – currently estimated between 30-40%. **Priority 1**
10. Springs rehab – **Priority 1,2,3 – Need to build Reserve**
11. Replace 8-inch pipe from intersection of Stewart Mesa and Lamborn Mesa Road to Cresthaven Road – 3+ miles of pipe (5.5 million) **Priority 2,3**
12. Construct raw water line from German Creek / Lake Fork springs to Clock plant -- \$1,515,600 **Priority 3**
13. Construct raw water line from Pole Patch / Upper Reynolds / Spore springs to 1MG plant -- \$1,818,000 this raw water line currently feeds the 1MG plant.

Not included in the JDS/Trustee list

14. Line replacement on 200 block of Main Avenue and 300 block of Orchard Avenue – last locations with lead pigtail service connections. 2023 - **Priority 1**
15. Hydrant Pressure Sensors – 4 of 8 installed in 2021. **Priority 1**
16. PRV Vault Pressure Monitoring Devices – **Priority 1**
17. Full decommissioning of the ½ mg tank – **Priority 1 – Safety Risk**

Oct. 7, 2021

Submitted by Tamie Meck

As requested, a list of recommendations based on the May, 2021 JDS-Hydro Water System Evaluation for the Town of Paonia water collection, treatment and distribution system. Water storage recommendations are more long-term and not included in this list. The list also does not include staffing recommendations. Some of the projects are underway. The list is somewhat prioritized, but it will be up to the Board to determine final prioritization. Staff has not weighed in on its priorities at this time; appointed citizen AWC members were asked to weigh in on a prior version of this list, which was submitted to staff by the former Public Works, Utilities and Facilities committee (trustees Bear and Meck) as its 2022 budget recommendations, but no comments directly related to the recommendations were received.

1. Installation of altitude valve to connect upper/lower plants -- currently being engineered at an estimated cost of \$10,000. (project must be completed prior to lining of 2MG tank.)
2. Line 2MG tank -- planned for 2022, with RFP going out in January
3. Replacement/repair of Pressure Reducing Valves \$75,000-\$250,000 (some valves have been repaired or replaced, according to Public Works Director Loberg)
4. Contract draft master for plant SCADA plan/software analysis -- \$5,000 (per AWC member Ceriani)
5. Hire attorney to shore up water springs / storage rights (Pages 12-14 of study)
6. Continue budgeting for annual repair/replacement of spring line collection pipes – est. Cost \$800,000 with an annual budget allocation of \$50,000 recommended per JDS study
7. Development of Water Capital Improvement / Master Plan (The recently-released SGM Asset Inventory and Capital Improvement Plan can aid in this process.)
8. Replace raw water flow meters at both 1MG and 2MG plants (Page 56 of JDS study)
9. Water Loss Analysis -- currently estimated between 35-45%; analysis underway?
10. Springs rehab -- "Maximize ability to capture raw water from springs more efficiently": Parshall Flumes / V-notch Weirs at springs (Installation of Parshall Flumes and V-notch weirs at unmonitored springs (11 spill metering locations, 6 parshall flume locations per JDS-Hydro study. Estimated cost per flume, \$7,500 installed for a total of \$45,000; V-notch weirs est. \$500 installed for a total of \$5,500) and installation of monitoring equipment to allow for year-round monitoring (cost TBD). Ceriani recommends asking Chris Lansey of Brown's Hill to perform a site visit and advise AWC/town on best plan to allow for remote monitoring of springs 234 (estimated cost: \$1,000-\$2,500). This would also assist the District 40 water commissioner in measuring water flows.)
11. Replace 8-inch pipe from 2MG plant to western distribution area -- (Per study, "...this line experiences almost routine failure" which removes half of town distribution capacity.)
12. Construct raw water line from German Creek / Lake Fork springs to Clock plant -- \$1,515,600
13. Construct raw water line from Pole Patch / Upper Reynolds / Spore springs to 1MG plant -- \$1,818,000

AGENDA SUMMARY FORM

	<p>Introduction: Town Participation in the National Opioid Settlement in Support of The State of Colorado</p>		
<p>Summary: State of Colorado request for municipality to support benefits for the national opioid settlement.</p>			
<p>Notes:</p> <p>The state needs 95% subdivision participation to receive full funding from two settlements. There is no obligation or requirement for the municipalities to budget or expend funds.</p> <p>This is a lot of materials for review, so this agenda item is an introduction only. The resolution and all pertinent documents are included and will be back before the Board November 9th for discussion/action.</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2nd: _____ vote: _____</p>			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

October 25, 2021

National Opioids Settlement
P.O. Box 43196
Providence, RI 02940-3196



NPD

259



122810009173

Postal Service: Please do not mark barcode

NPD AI-409-774

Town of Paonia

PO Box 460

Paonia, CO 81428-0460

STATE OF COLORADO

TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. The State of Colorado has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Colorado has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlement(s) to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in Colorado and how settlement funds will be allocated. This website will be supplemented as additional documents are created.

The Colorado Attorney General's Office will also be providing you information about the Settlements and how you can join, as well as information about how settlement funds will be distributed in Colorado. Please visit the Attorney General's website for Colorado-specific information about these Settlements: www.coag.gov/opioids. You can also reach out to the Colorado Attorney General's Director of Opioid Response, Heidi Williams, for more information. Heidi's email address is Heidi.Williams@coag.gov.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You will be contacted by the Colorado Attorney General's Office with more information about the Settlements and with the documents necessary to participate in the Settlements. If you are not contacted by the Attorney General's Office, please contact Heidi Williams at Heidi.Williams@coag.gov.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to an agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Colorado has reached a Memorandum of Understanding "MOU" agreement with its subdivisions to allocate and distribute opioid settlement funds within the states. Colorado's allocation MOU can be found here: www.coag.gov/opioids.

Please note that according to Colorado's allocation MOU, all Colorado counties and municipalities are eligible to participate in the Settlements and to receive direct payments. However, some subdivisions' direct payments may be too small to effectively conduct a meaningful abatement response in your community. All Colorado subdivisions therefore will have the opportunity to reallocate their direct payments in accordance with the Colorado MOU. Participation by all Colorado counties and municipalities, whether you elect to receive direct payment or not, will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties and municipalities in Colorado.

You will be contacted by the Colorado Attorney General's Office with additional information regarding the allocation of settlement funds in Colorado. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver maximum amount of abatement funds to your state.

Be on alert for communications from the Colorado Attorney General's Office with more information about the Settlements and allocation of settlement funds in Colorado, as well as with the documents necessary to participate in the Settlements. If you do not receive a communication from the Attorney General's Office, please do not hesitate to reach out to Heidi Williams at Heidi.Williams@coag.gov.

After you've received a communication from the Colorado Attorney General's Office about the Settlements, please have your authorizing person(s) or authorizing body begin to review the materials concerning the settlement agreement terms, allocation, and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to decide whether to participate in the proposed Settlements and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state and we encourage you to discuss the terms and benefits of the Settlements with them.

We urge you to view the national settlement website (<https://nationalopioidsettlement.com>) as well as the Colorado Attorney General's website (www.coag.gov/opioids) at your earliest convenience. Information and documents regarding the national Settlements and Colorado's allocation can be found on those websites. Please direct any questions about the Settlements and/or allocation of settlement funds to the following individuals at the Colorado Attorney General's Office:

Heidi Williams
Director of Opioid Response
Heidi.Williams@coag.gov
(720) 508-6098

John Feeney-Coyle
Senior Assistant Attorney General
John.Feeney-Coyle@coag.gov
(720) 508-6232

Leslie A. Eaton
First Assistant Attorney General
Leslie.Eaton@coag.gov
(720) 508-6190

**TOWN OF PAONIA, COLORADO
RESOLUTION 2021-08**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN
OF PAONIA APPROVING COLORADO'S OPIOID SETTLEMENT
AND RECOVERY**

WHEREAS, the Colorado Department of Law has come to an agreement with Colorado's local governments for distributing opioid settlement and recovery funds to local counties and municipalities; and

WHEREAS, to maximize the settlement funds within Colorado, it is important that all Colorado counties and municipalities participate in these settlements and the distribution process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF PAONIA, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the Board of Trustees of the Town of Paonia ("Board").
2. Approval. The Board approves for execution by the Mayor and Town Clerk the following documents:
 - (1) The Memorandum of Understanding that lays out the allocation of Opioid recoveries in the State of Colorado;
 - (2) The Subdivision Settlement Participation Form that releases subdivisions' legal claims against Johnson & Johnson;
 - (3) The Subdivision Settlement Participation Form that releases subdivisions' legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
 - (4) The Colorado Subdivision Escrow Agreement that ensures subdivisions' legal claims are released only when 95% participation by certain local governments has been reached.
3. Effective Date. This Resolution shall take effect upon adoption hereof.

ADOPTED this _____ day of _____, 2021.

PAONIA Board of Trustees

By: _____
Mayor

ATTEST:

Town Clerk

DRAFT

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State’s Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State’s Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:²
 - a. 10% directly to the State (“State Share”) for Approved Purposes in accordance with Section (D), below;
 - b. 20% directly to Participating Local Governments (“LG Share”) for Approved Purposes in accordance with Section (E), below;
 - c. 60% directly to Regions (“Regional Share”) for Approved Purposes in accordance with Section (F), below; and
 - d. 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”) for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, shall

² This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors (“TPPs”) are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.

4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:

- a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
- b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
 - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
 - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
 - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
 - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
 - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
 - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
 - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
 - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
 - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
 - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
 - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
 - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
 - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
 - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,³ regarding the alleged offending conduct and proposed remedial action; and
 - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

³ Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
 - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
 - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
 - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
 - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
 - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.⁴
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

⁴ For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Distributor”) and Johnson & Johnson/Janssen (“J&J”) settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster’s Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population ⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”),

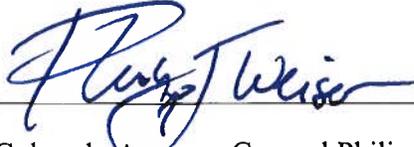
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
 - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
 - b. One (1) member appointed by CML from a litigating city;
 - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
 - d. One (1) member appointed by the Attorney General’s Office; and
 - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:



Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed
this ____ day of _____, ____ by:

Name & Title _____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

Exhibit B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Adams County	Adams	County	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
Alamosa County	Alamosa	County	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	Arapahoe	County	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
Archuleta County	Archuleta	County	
Pagosa Springs	Archuleta	City	
Baca County	Baca	County	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	Bent	County	
Las Animas	Bent	City	
Boulder County	Boulder	County	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
Broomfield	Broomfield	City/County	
Chaffee County	Chaffee	County	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	Cheyenne	County	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	Clear Creek	County	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
Conejos County	Conejos	County	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	Costilla	County	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	Crowley	County	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	Custer	County	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	Delta	County	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Denver	Denver	City/County	
Dolores County	Dolores	County	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	Douglas	County	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
Eagle County	Eagle	County	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	El Paso	County	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
Elbert County	Elbert	County	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	Fremont	County	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	Garfield	County	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
Gilpin County	Gilpin	County	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	Grand	County	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	Gunnison	County	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	Hinsdale	County	
Lake City	Hinsdale	City	
Huerfano County	Huerfano	County	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	Jackson	County	
Walden	Jackson	City	
Jefferson County	Jefferson	County	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
Kiowa County	Kiowa	County	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	Kit Carson	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
La Plata County	La Plata	County	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	Lake	County	
Leadville	Lake	City	
Larimer County	Larimer	County	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
Las Animas County	Las Animas	County	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	Lincoln	County	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	Logan	County	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	Mesa	County	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
Mineral County	Mineral	County	
City of Creede	Mineral	City	
Moffat County	Moffat	County	
Craig	Moffat	City	
Dinosaur	Moffat	City	
Montezuma County	Montezuma	County	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
Montrose County	Montrose	County	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
Morgan County	Morgan	County	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
Otero County	Otero	County	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
Ouray County	Ouray	County	
Ouray	Ouray	City	
Ridgway	Ouray	City	
Park County	Park	County	
Alma	Park	City	
Fairplay	Park	City	
Phillips County	Phillips	County	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
Pitkin County	Pitkin	County	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
Prowers County	Prowers	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
Pueblo County	Pueblo	County	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
Rio Blanco County	Rio Blanco	County	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
Rio Grande County	Rio Grande	County	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
Routt County	Routt	County	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
Saguache County	Saguache	County	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
San Juan County	San Juan	County	
Silverton	San Juan	City	
San Miguel County	San Miguel	County	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
Sedgwick County	Sedgwick	County	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
Summit County	Summit	County	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
Teller County	Teller	County	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	Washington	County	
Akron	Washington	City	
Otis	Washington	City	
Weld County	Weld	County	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

Colorado Local Governments*

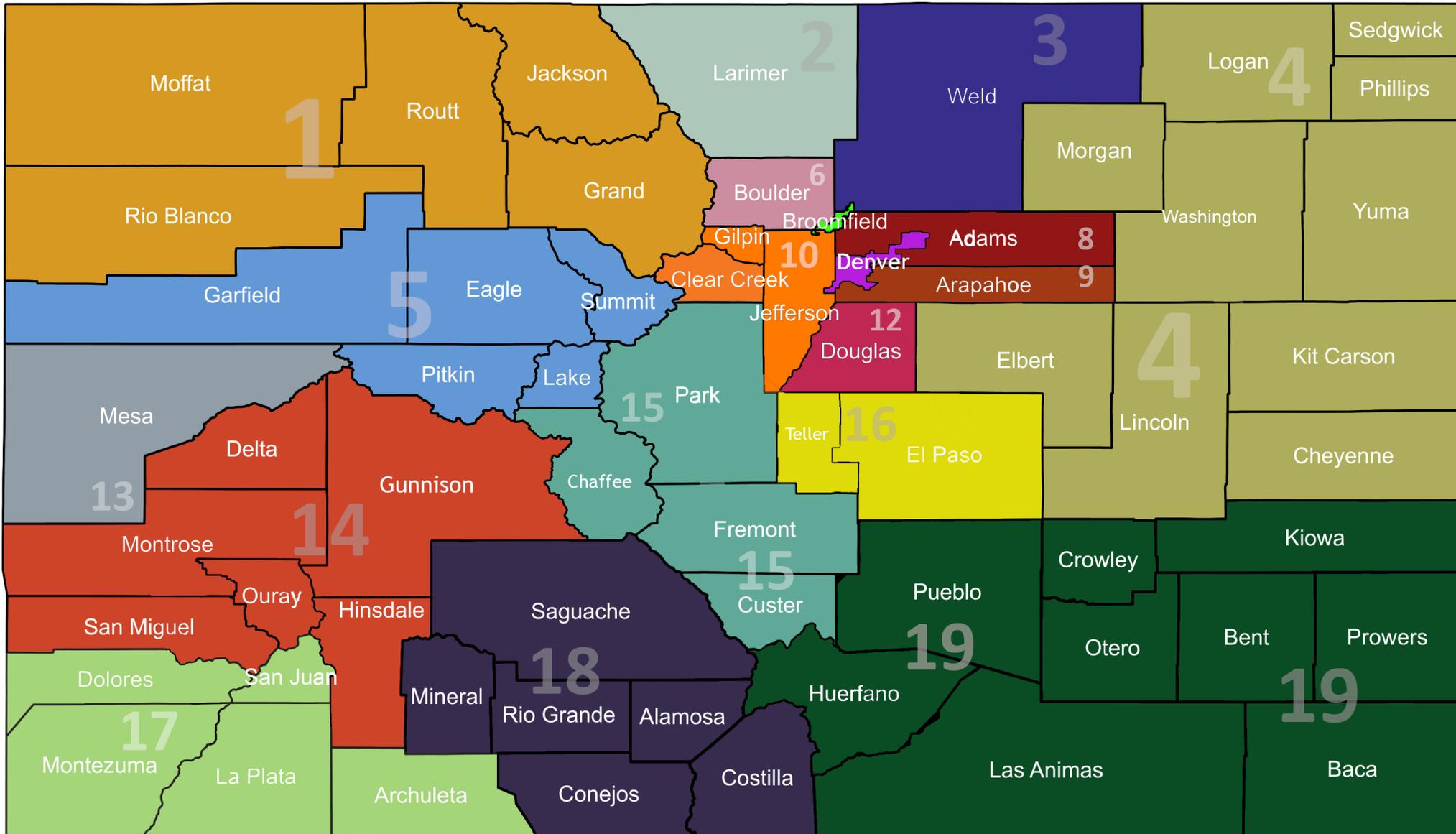
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)

Exhibit C

Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

Exhibit D

Exhibit D - Allocations to Colorado County Areas

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
TOTAL	100.0000%

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%

Archuleta County	90.0864%
Pagosa Springs	9.9136%

Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%

Bent County	80.9608%
Las Animas	19.0392%

Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%

Broomfield County/City	100.0000%
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Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%

Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%

Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
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Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%

Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%

Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%

Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%

Denver County/City	100.0000%
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Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%

Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%

Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%

Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%

Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%

Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%

Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%

Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%

Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%

Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%

Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%

Government Name	Intracounty Share
Vona	0.0775%

La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%

Lake County	73.4523%
Leadville	26.5477%

Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%

Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%

Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%

Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%

Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%

Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%

Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%

Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%

Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%

Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%

Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%

Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%

Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%

Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%

Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%

Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

¹These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

²The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 or 2 representatives appointed by the county (can be commissioners)
 - 1 representative appointed from the public health department
 - 1 representative from the county human services department
 - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative appointed from a municipal or county court system within region
 - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional but strongly encouraged)
 - Representatives from behavioral health providers
 - Representatives from health care providers
 - Recovery/treatment experts
 - Other county or city representatives
 - A representative from the Attorney General's Office
 - Community representative(s), preferably those with lived experience with the opioid crisis
 - Harm reduction experts

Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 representative appointed by each county (can be commissioners)
 - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
 - 1 representative from each public health department within the region
 - 1 representative from a county human services department
 - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative from a municipal or county court system within region
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional)
 - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)¹

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

B. Member Terms

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

C. Procedures

- Regions will be governed by an intergovernmental agreement (“IGA”) or memorandum of understanding (“MOU”).
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

¹ In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

D. Financial Responsibility/Controls

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

E. Conflicts of Interest

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

F. Ethics Laws

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

G. Authority

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

H. Legal Status

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT²

THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the _____ Region (“_____”) and _____, a Participating Local Government in the _____ Region, (“_____”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on _____ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU³;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

² This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

³ When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU⁴. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.
 - 3.1. **Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.
 - 3.2. **Membership:** The Regional Council of a Multi-County or Single County Region shall consist of the following:
 - a. **Multi-County Region:**
 - (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 representative appointed by each county (can be commissioners).
 - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

⁴ See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

b. Single-County Region:

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 or 2 representatives appointed by the county (can be commissioners)
 - (2) 1 representative appointed from the public health department
 - (3) 1 representative from the county human services department
 - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - (5) 1 representative appointed from a municipal or county court system within region
 - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
 - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
- (i) Representatives from behavioral health providers.
 - (ii) Representatives from health care providers.
 - (iii) Recovery/treatment experts.
 - (iv) Other county or city representatives.
 - (v) A representative from the Attorney General's Office.
 - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
 - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.⁵ Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

⁵ Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
 - 9.1. _____ designates the ____ of the _____ or their designee(s).
 - 9.2. _____ designates the ____ of the _____ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. GOVERNING LAW; VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. NOTICES. “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

17. GENERAL TERMS AND CONDITIONS

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

17.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Colorado Subdivision Escrow Agreement

Governmental Entity:	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

Purpose of this Agreement

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

Escrow

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

Distributor Settlement

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

J&J Settlement

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name _____

Authorized Signature

Date

AGENDA SUMMARY FORM

	Discussion Regarding Additional Advisory Water Committee Board Members		
Summary: Request to discuss the addition of members to the Advisory Water Committee.			
Notes:			
Possible Motions:			
Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

October 22, 2021

AGENDA SUMMARY FORM

	Mayor's Report		
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

October 22, 2021

Mayor's Report

DOLA Innovative Affordable Housing Strategies (IHOP) Grants 10-12-21

- All monies must be spent by 6-30-24
- Incentive grants
 - \$37.7 million available
 - Max grants ~\$3 million
 - Affordable defined as 80% of AMI to rent and 140% of AMI to own
 - 20% match
 - No in-kind but land donation can work for match
 - Reductions or waivers for economic hardship can be granted
 - 3 qualifying strategies must be included in the grant
 - Promote geographic and housing type diversity
 - Impact
 - Readiness
 - Best practices
 - Community benefit
 - Sustainable development
 - Equity and diversity inclusion
 - Energy efficiencies
 - More than 30 year deed restrictions
 - Project can include:
 - Predevelopment
 - Off site improvements in neighborhoods
 - Purchase of deed restrictions
 - Small initial projects open for grants now
 - Letter of intent by 11-1-21
 - Applications accepted in Dec/Jan
 - Must be highly competitive
 - More funds available in 2022
- Planning grants
 - \$6.8 million available
 - Funding for housing needs assessments, other planning
 - 3 incentives from the strategies list must be included
 - Can apply for planning grant even if not going to submit an Incentive grant application
 - Need to show
 - Inclusive and equitable public engagement
 - Strategies to consider/address equity impacts on marginalized and vulnerable populations
 - Grants \$50,000 to \$200,000
 - 25% local match
 - Can ask for reduction for economic hardship
 - Awards cannot include admin time.

- Need Board approval prior to submission
- Rolling monthly deadlines after 10-15-21 until grant funds are expended

Local Government Coordination Call 10-13-21

- DOLA
 - Demographers office will
 - Housing
 - Several new housing opportunities
 - <https://cdola.colorado.gov/1271>
 - Affordable housing funds on Friday
 - Second cycle of incentive grants due on 10-25 for affordable housing
 - First project and expenditure report for ARPA is due by end of year for non-entitlement cities/towns
- CDPHE
 - Currently in “stubborn” plateau for last couple of weeks
 - Pediatric case rates as is as high as January, mostly in 6-17 years
 - Positivity rates going up – 7.3%
 - Hospitalizations
 - 881 on 10-5
 - 1847 in end of December 2020
 - Vaccine clinics still available
 - Guidance on who can get booster on website
 - As of 10-12, 70% hospitalized are unvaccinated
- OEDIT
 - Economic recovery
 - Just Transitions has new officer
- Opioid Settlement Update
 - 7,000 opioid fatalities in last 10 years
 - State has only around 15-20% of total drug programs that it needs
 - Can get hundreds of millions of dollars if 95% of state counties sign onto MOU for program
 - Can use money for:
 - Anything treatment relate
 - Prevention and education
 - Allocations:
 - 20% go to local government
 - 60% to regions
 - 10% to infrastructure with resource needs
 - 10% to AG office
 - Will start releasing funds in summer 2022
 - Delta county in Region 14

AARP Affordable Housing Seminar 10-20-21

- Changing population skewing toward older citizens

- 2020-2025 over 65 population will be over 64% of Colorado residents
- By 2023 more people will be over 65 than under 18
- State housing legislation
 - HB 21-117 – gives local governments the authority to establish affordable housing controls
 - HB 21-1271 – DOLA grants established
 - HB 21-1329 – Some ARPA funds will be directed by a committee to guide investments for:
 - Supply
 - Manufactured and modular home production
 - Missing middle workforce housing
 - Underutilized State-owned properties
 - HB 21-242 – Addresses homelessness issues
- Missing middle housing
 - Missing for cost as well as structure (duplex, triplex, etc.)
 - Multigenerational housing
 - E.g. complex with 1 bedroom on one end, studio apartment in middle, 4 bedroom house on other end
 - Bungalow courts
 - Smaller single family units (750 sq ft to 1,000 sq ft) around a common area
 - Pocket neighborhoods
 - 1 block area with similar construction
 - Mixed rental and for sale units
 - Steps to implementation
 - Communicate with the community
 - Walking tours
 - Rationale
 - Needs of the community
 - Zoning
 - Alternative to single family zone
 - Form based approach
 - Regulate by type and form
 - IRC to IBC
 - Make local adjustments to keep building under IRC codes
 - Space utilization
 - Use unused space in a neighborhood
 - Parking
 - Consider how to build more housing with less parking
 - Community land trusts
- Mobile Homes and Manufactured Home parks
 - Need a strategic plan
 - Housing needs assessment

- Must include housing in master plan
- Strategic plan 5 years out with goals and objectives
- Land banks and land donation
- Land use code to allow:
 - Co-housing
 - Live/work housing
 - Attached units
 - Other residential types may be allowed with site plan review
 - Existing non-conforming units brought into code
- Community Block Grants
- Low interest loans
- Keep investors from buying up properties
- Developing ADU pilot project
 - Possible partners: Fannie Mae, Habitat for Humanity
 - Reduces involuntary displacements
 - Rules regarding ADU's
 - Can build an ADU but cannot rent out both units on property
- ADUs for aging populations
 - Current housing not designed for
 - No incentive to building
 - Buyers not aware of needs
 - Town incentivize building
 - Best ADU plans:
 - No building or below above buildings
 - Design for adaptability
 - Use safe materials and lighting
 - Flexible arrangements
 - Laundry facilities
 - Family member in ADU
 - Caretaker in ADU

AGENDA SUMMARY FORM



Attachments From Previous Meeting

Summary:

Any documents from previous meeting that were not in the published packet will be included here.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

From: Michelle P <michellep@townofpaonia.com>

Sent: Tuesday, September 28, 2021 10:24 PM

To: Mary B <maryb@townofpaonia.com>; Corinne Ferguson <corinne@townofpaonia.com>

Subject: Statement related to 9/28/21 meeting

Hi Mary and Corinne,

Please see my statement below, and I would appreciate it if you could include this in the next packet since I am unable to attend that meeting.

At the 9/28/2021 regular meeting, the interim administrator review was included in the agenda as part of the mayor's report. The administrator had to leave the meeting early due to illness, and this was the last item on the agenda. When the item came before the board, I made a motion to add this topic to an upcoming agenda. My motion was followed by additional discussion of the administrator's role. My goals were to 1) get the discussion on a future agenda, and 2) clarify the legal requirements of executive session versus open meeting for that discussion. At one point, I said that there are items within the administrator's contract that are not getting done. I crossed a line with this statement and should have held that for a further discussion in the administrator's presence. I want to apologize to Corinne for making such a statement when she was not present to respond, and to the board and public for contributing to a conversation about personnel that I feel went beyond what was appropriate at this meeting. Thank you.

Town of Paonia



Grand Mesa, Uncompahgre, and Gunnison National Forests

Attn: Plan Revision Team

2250 South Main Street

Delta, CO 81416

October 12th, 2021

Dear GMUG Planning Team,

Thank you for this opportunity to submit comments on the Draft Plan of the Grand Mesa, Uncompahgre, and Gunnison National Forests Plan Revision. The GMUG National Forests are an important piece of the landscape surrounding the Town of Paonia, and the future of our town is tied closely to the future of our National Forests.

The Paonia Board of Trustees supports the Community Conservation Proposal. The Community Conservation Proposal is based on community involvement, on-the-ground fieldwork, the best available science, and the requirements in the 2012 U.S. Forest Service Planning Rule. These landscape-level conservation recommendations are integral to sustaining a healthy and wild GMUG now and into the future. The areas recommended by the Community Conservation Proposal in and around the North Fork of the Gunnison River watershed must be included in the final plan for the GMUG National Forest.

Specifically, we wish to endorse the inclusion of the areas included in the Community Conservation Proposal located within the North Fork Valley Watershed - the Electric Mountain, Elk Park, Coal Mountain, Mendicant Ridge, and Chalk Mountain Recommended Wilderness Areas, Currant Creek, Priest Mountain, Flattops, and Turner Creek Special Management Areas, the Pilot Knob Backcountry Wildlife Conservation Area, the Muddy Country Watershed and Wildlife Conservation Area, and the Mule Park Important Bird Area.

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Additionally, the town of Paonia requests additional changes to the draft plan in order to adequately protect wildlife, water resources, and Wilderness:

- Plan Components
 - We understand why the Forest Service would like to build some flexibility in the plan to allow for adaptive management when confronting changing conditions. However, the public needs some level of management certainty to understand how the plan direction will affect natural resources. For example, the plan needs additional strong standards and guidelines to restrict threats to threatened and endangered species and species of conservation concern.
- Wildlife Management Areas
 - We strongly support the concept of Wildlife Management Areas (WMAs) in the revised forest plan and ask that those be retained and strengthened with additional plan components. This important management area designation could help protect habitats for a variety of wildlife species, and help ensure that hunting and wildlife-viewing remain an integral part of Paonia's economy going forward. .
 - However, in places where Alternative D's wilderness and SMA recommendations overlap with the WMA-base identified in Alternative B, we support the stronger management prescriptions that Alternative D's wilderness and SMA areas provide.
 - An additional component for WMAs is needed to ensure retention of security habitat for big game. We recommend a standard or guideline that requires or encourages maintenance of habitat blocks at least 500 acres in size having no roads or other human intrusions in big game habitat in all areas assigned to this management area.
 - Areas assigned to this WMA designation that are well below the one mile per square mile route density threshold should be kept that way. i. e., new routes should generally not be allowed in these areas for non-emergency uses, as the blocks with the lowest road densities likely provide the most secure wildlife habitat. A guideline should be added to retain the areas within this MA having lower route densities.
 - MA-STND-WLDF-02, limiting open motorized and non-motorized route density to one mile per square mile, is good, but as currently written, this standard only applies to non-administrative system routes. Even though "new permanent roads are not currently being created for timber management activities" (DEIS at 393), this standard would not protect wildlife from the temporary roads typically

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created during timber sales. Such roads, though officially not open to public use, can attract motorized users. These roads are often not posted as being closed and do not appear on motor vehicle use maps. Therefore, this MA needs direction, preferably a standard, to minimize creation of temporary roads and close and obliterate all temporary roads as soon as possible after completion of management activities, unless the environmental documentation for the project shows a need to add any of these roads to the system as roads or trails.

- Timber Suitability
 - Every alternative in the draft plan posits a significant increase in suitable timber, which is a designation that interferes with the consideration of responsible management of the forests for uses other than timber production. The draft plan's analysis of timber suitability does not comply with the National Forest Management Act, the Planning Rule, or the Forest Service policy. It seems designed to maximize the possibility of future timber harvest, even though the GMUG National Forest is much more valuable for conserving biological diversity and recreation than it ever could be for timber production.
 - Finding suitable those lands that cannot be harvested economically, or in some cases, that cannot be harvested at all during the life of the revised plan, leads to artificially inflated calculations for sustained yield limit, projected timber sale quantity (PTSQ), and projected wood sale quality (PWSQ). It misleads the timber industry and the public, as well as present and future agency staff, about how much timber can or should be cut on the GMUG. It could lead to lands with trees actually suitable for timber production being overcut to meet an inflated PTSQ or PWSQ that was based in large part on thousands of acres of lands that cannot be harvested during the life of the plan and likely long afterward.
 - Steep slopes should not be found suitable.
 - Lands uneconomical to harvest should not be found suitable.
- Water Resources
 - Riparian management zones (RMZ), STND-RMGH-07, need to be strengthened. The minimum width should include wetlands less than one-quarter acre. It is likely that a considerable portion of the wetlands on the GMUG is smaller than a one-quarter acre, even within the 100-foot minimum RMZ.
- Wild and Scenic Eligibility
 - We support eligibility findings for all the stream segments included in the draft revised forest plan. At the same time, there are several streams that were previously found eligible but have been left out of the revised draft forest plan,

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and those should be included, including Ruby Fork of Anthracite Creek and Deep Creek, which both originate from the Erickson Springs trailhead

Our town is able to thrive in no small part due to the natural resources provided by the National Forests that surround us. Our National Forests provide domestic and agricultural water to our farms and orchards, wildlife habitats that bring in hunting and fishing tourism, as well as grazing pastures that hold up local ranching economies. Designating the landscapes mentioned above would favorably impact the town and protect our way of life.

The Town of Paonia Town Council requests that the GMUG planning team incorporate the above recommendations in your draft plan and alternatives moving forward in the revision process. Thank you for your consideration of the Paonia Town Council's comments.

On behalf of the Paonia Board of Trustees,

Mary Bachran

Mayor, Town of Paonia

[Go back to main project page](#)

Grand Mesa, Uncompahgre and Gunnison Forest Plan Revision #51806

Thank you for Your Comment.

Your comment has been received by our system on 10/20/2021

Your letter may be found in the Public Reading Room within 24 hours. The reading room can be found at the following site: [Public Reading Room](#)

Your letter ID is **51806-3965-491**. Please save or print this page for your records.

Regards,

The Grand Mesa, Uncompahgre and Gunnison Forest Plan Revision Team

AGENDA SUMMARY FORM

	Adjournment		
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

October 22, 2021